

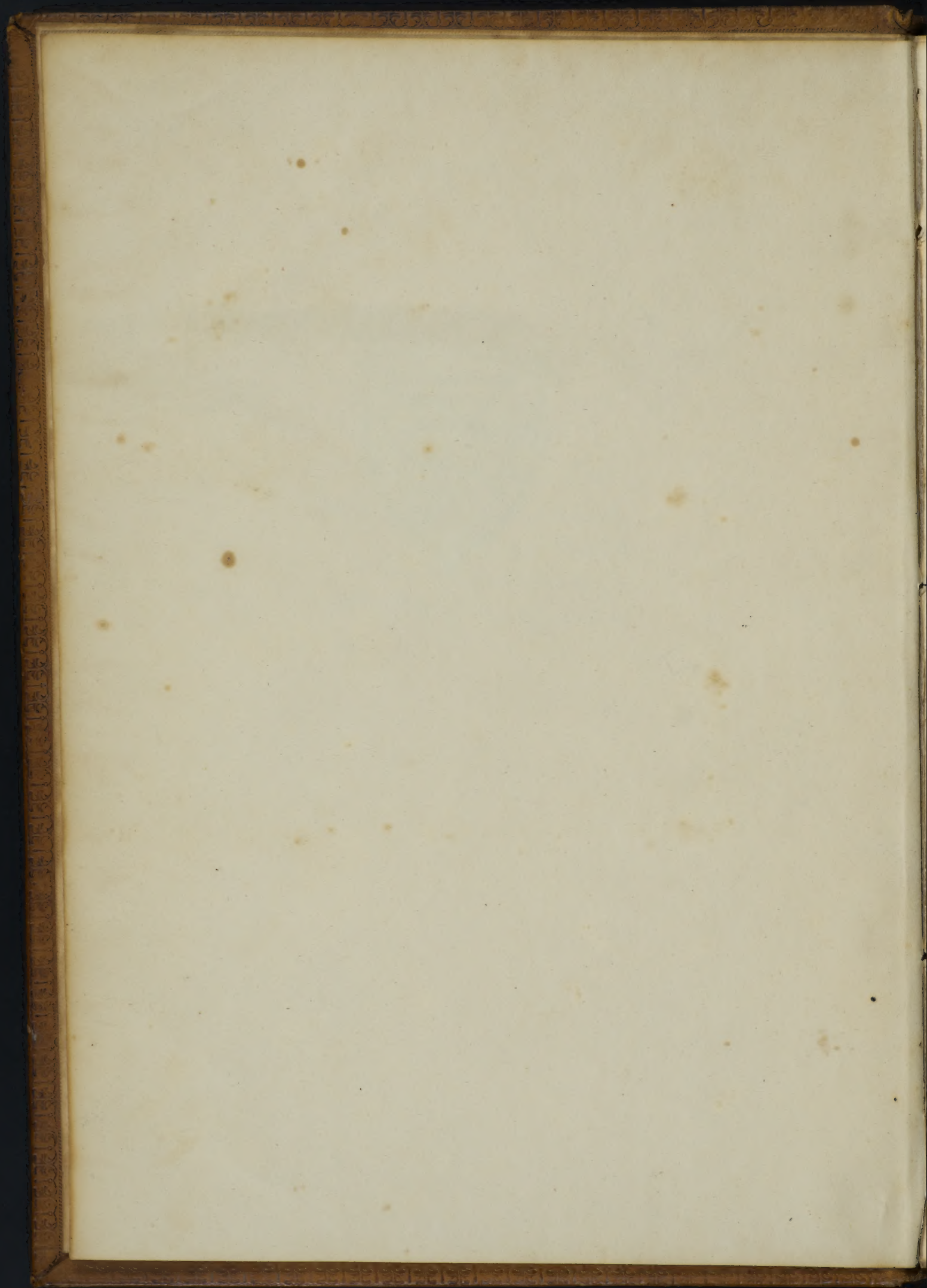


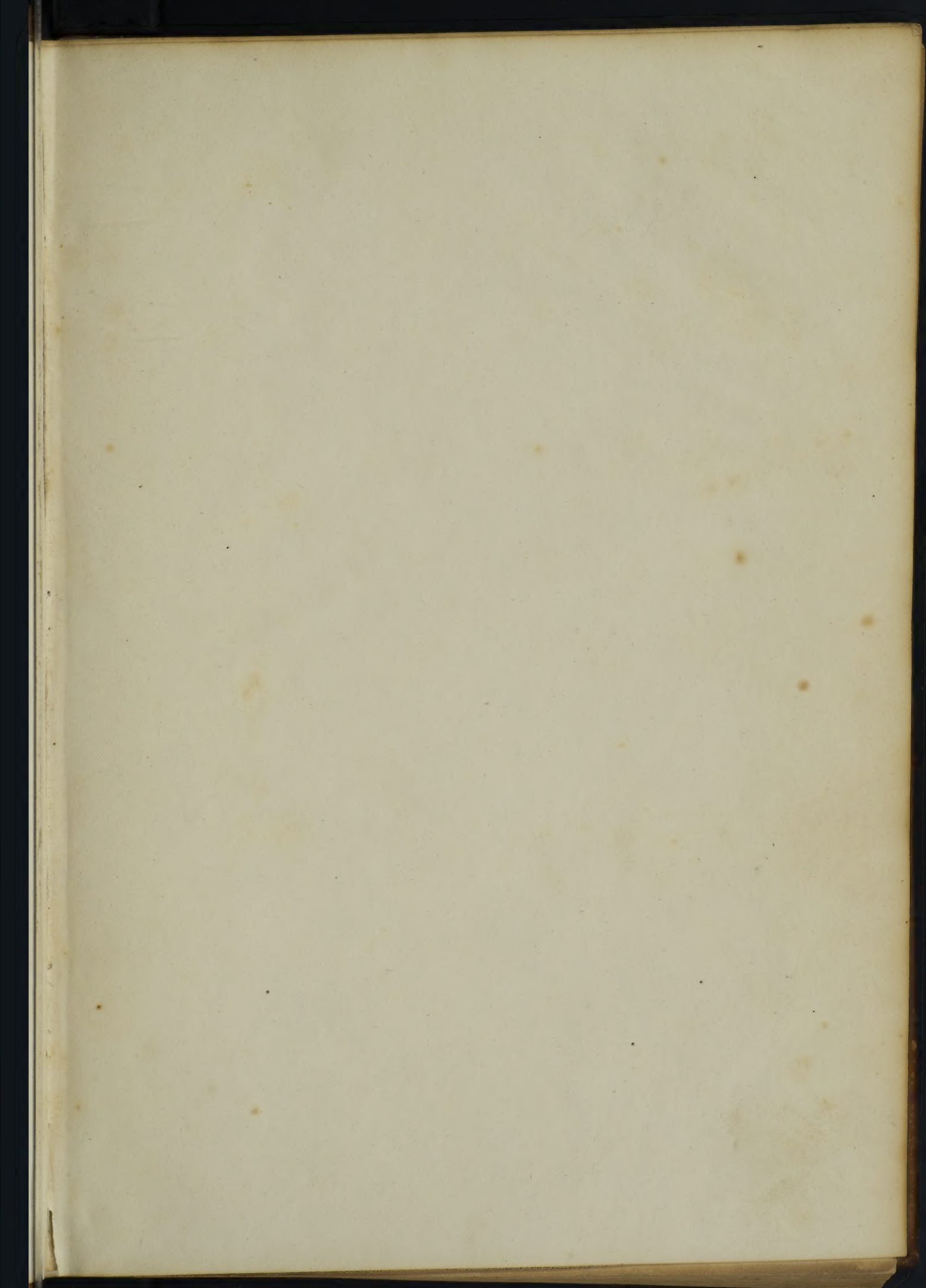
*G. J. Woodruff
Litchfield
et*

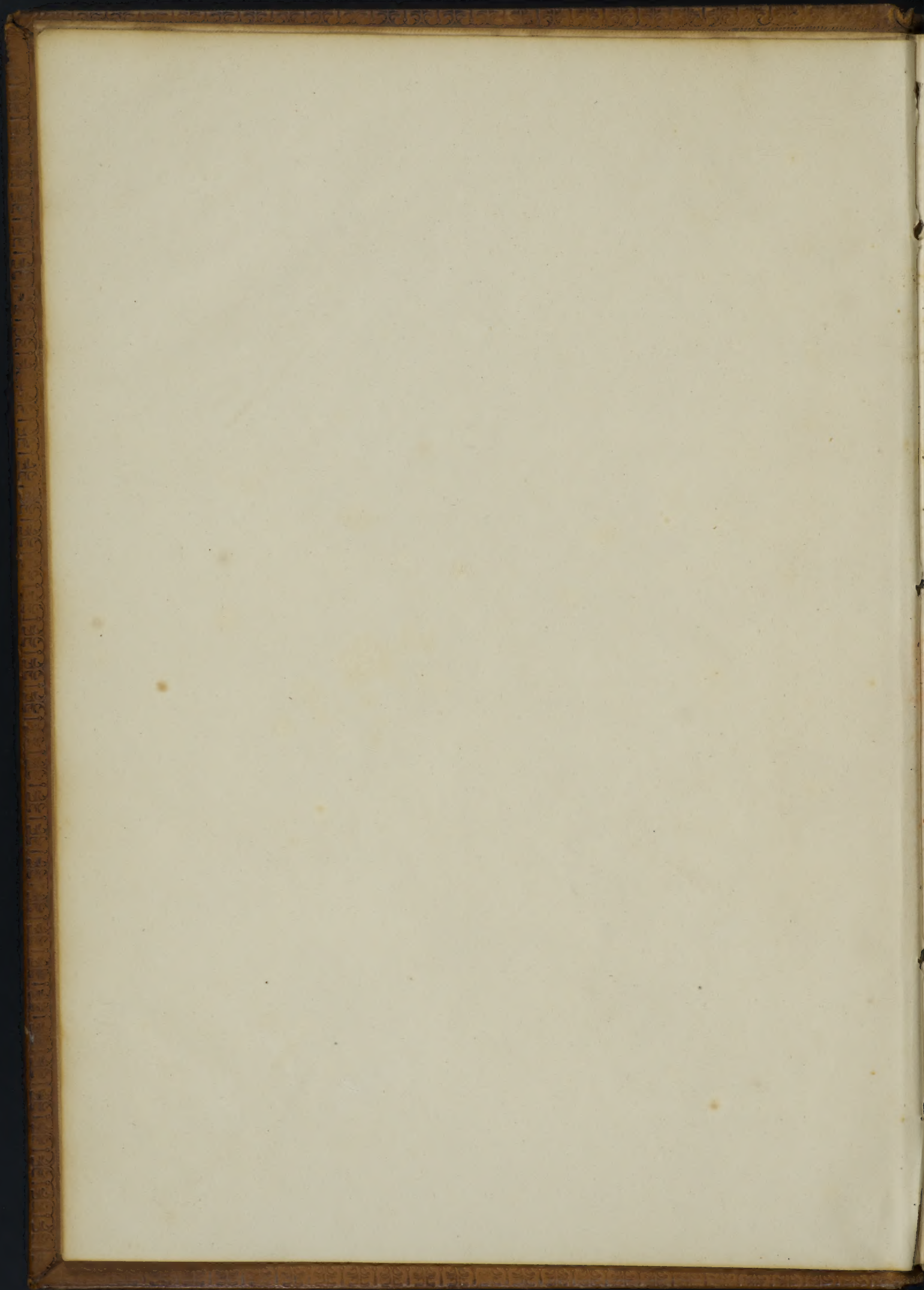
George

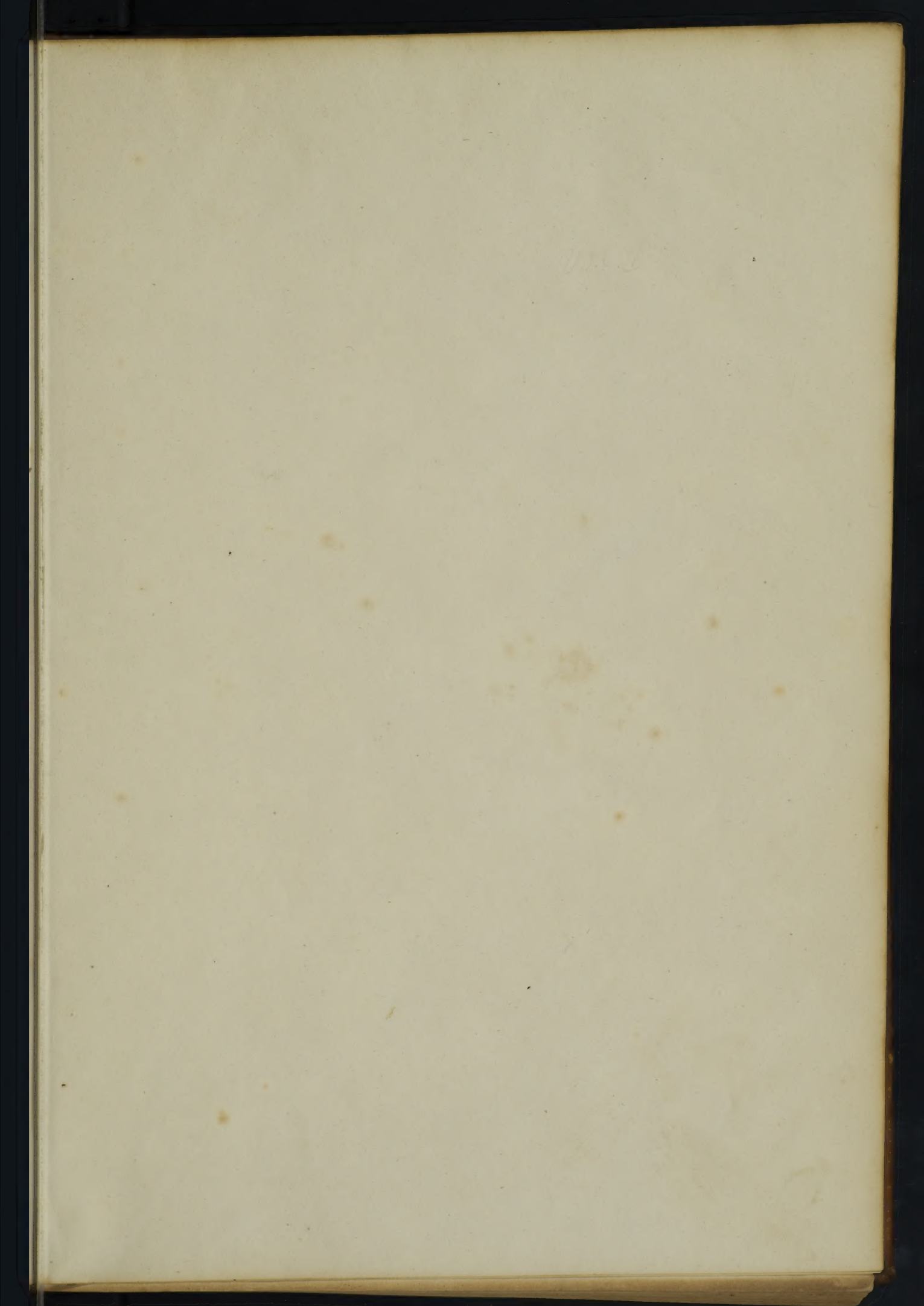
George

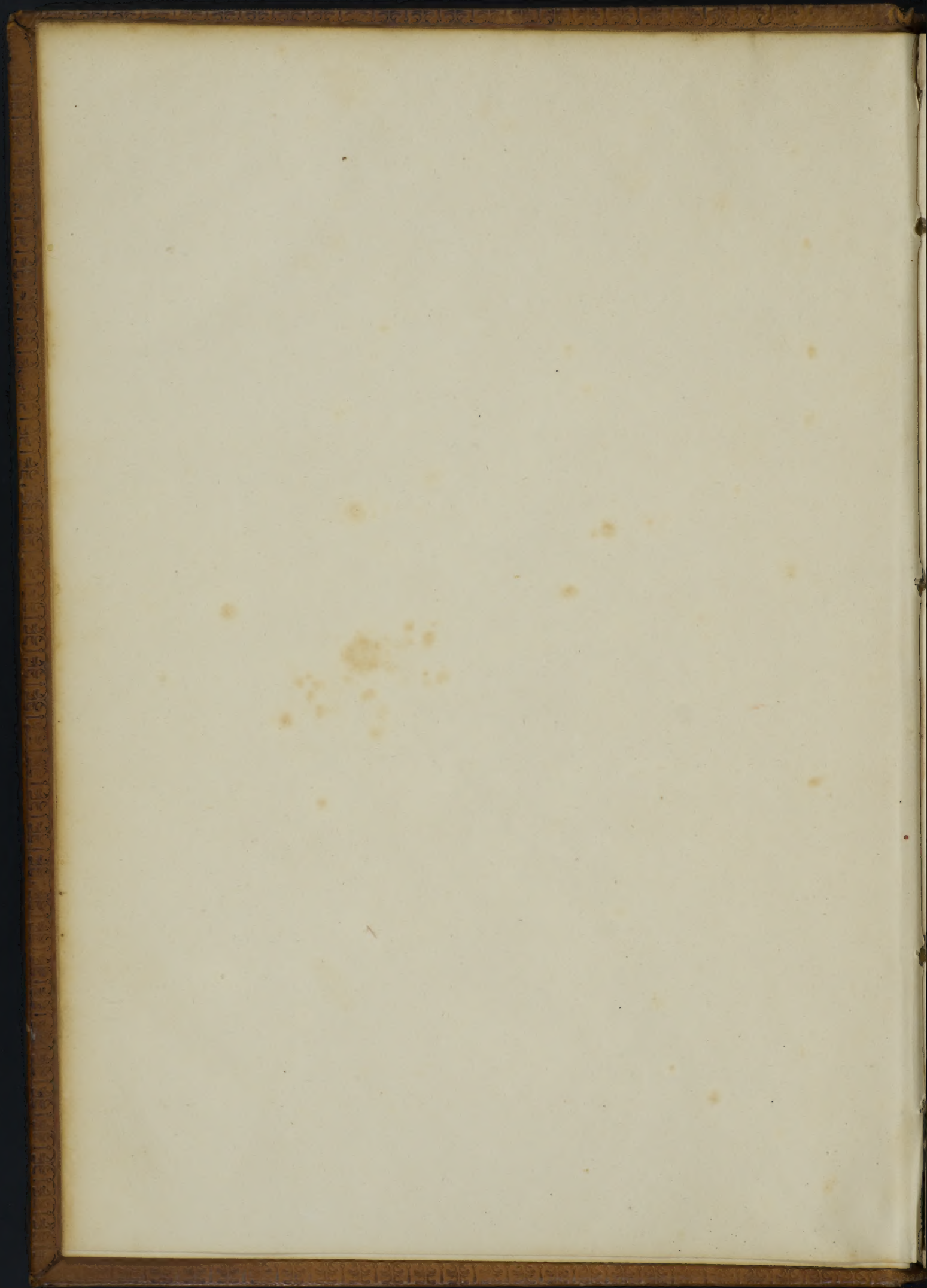
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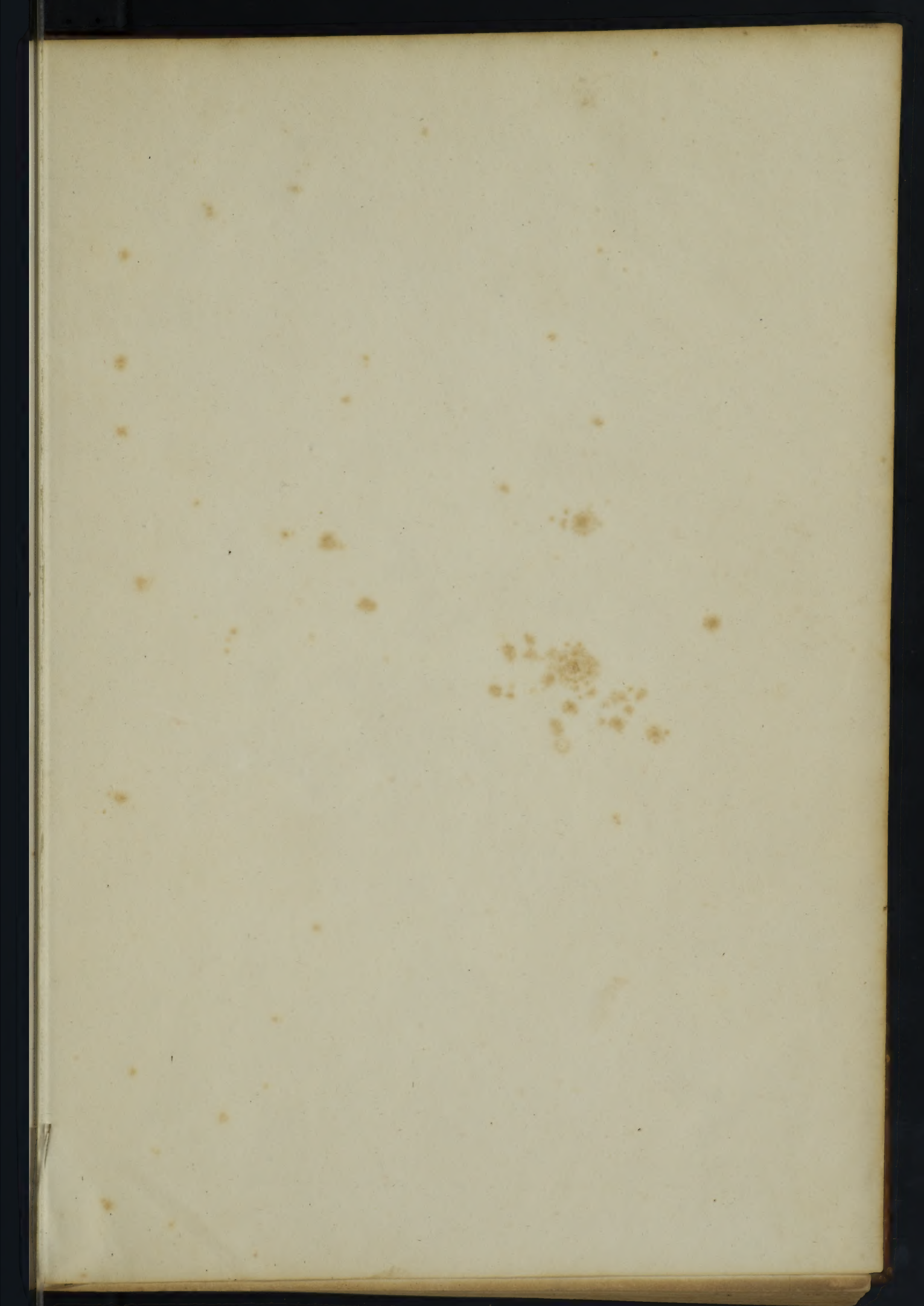


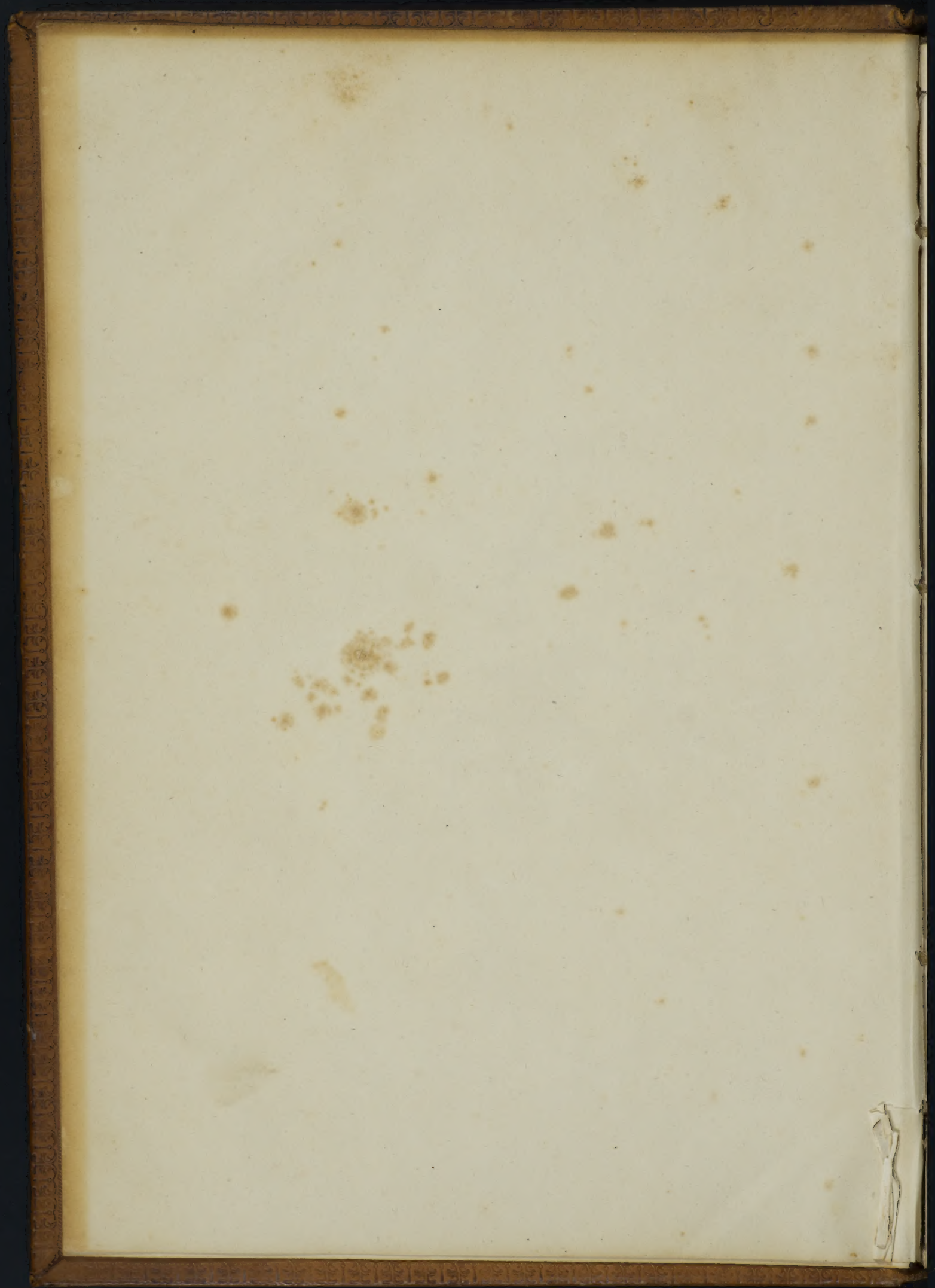




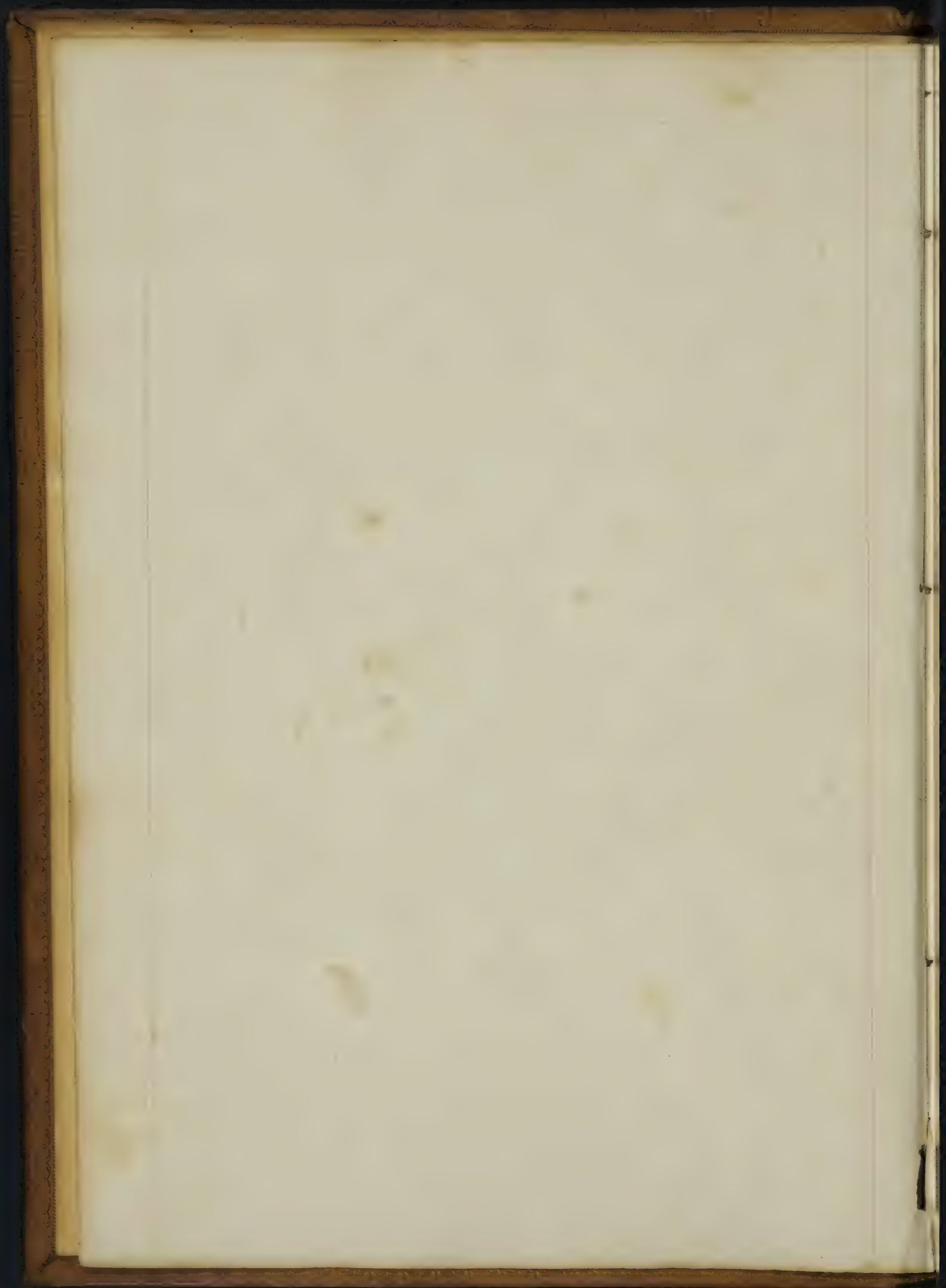


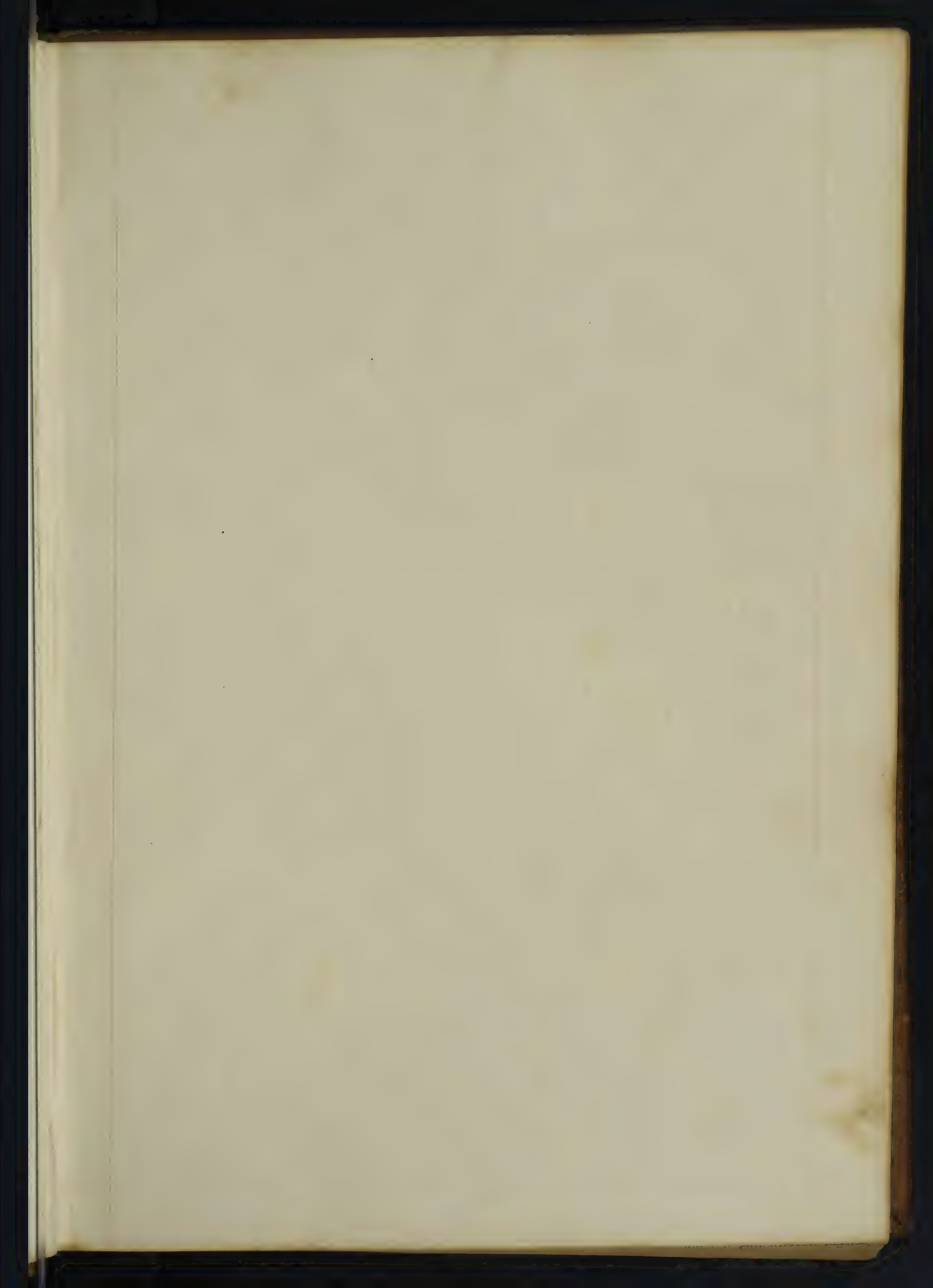


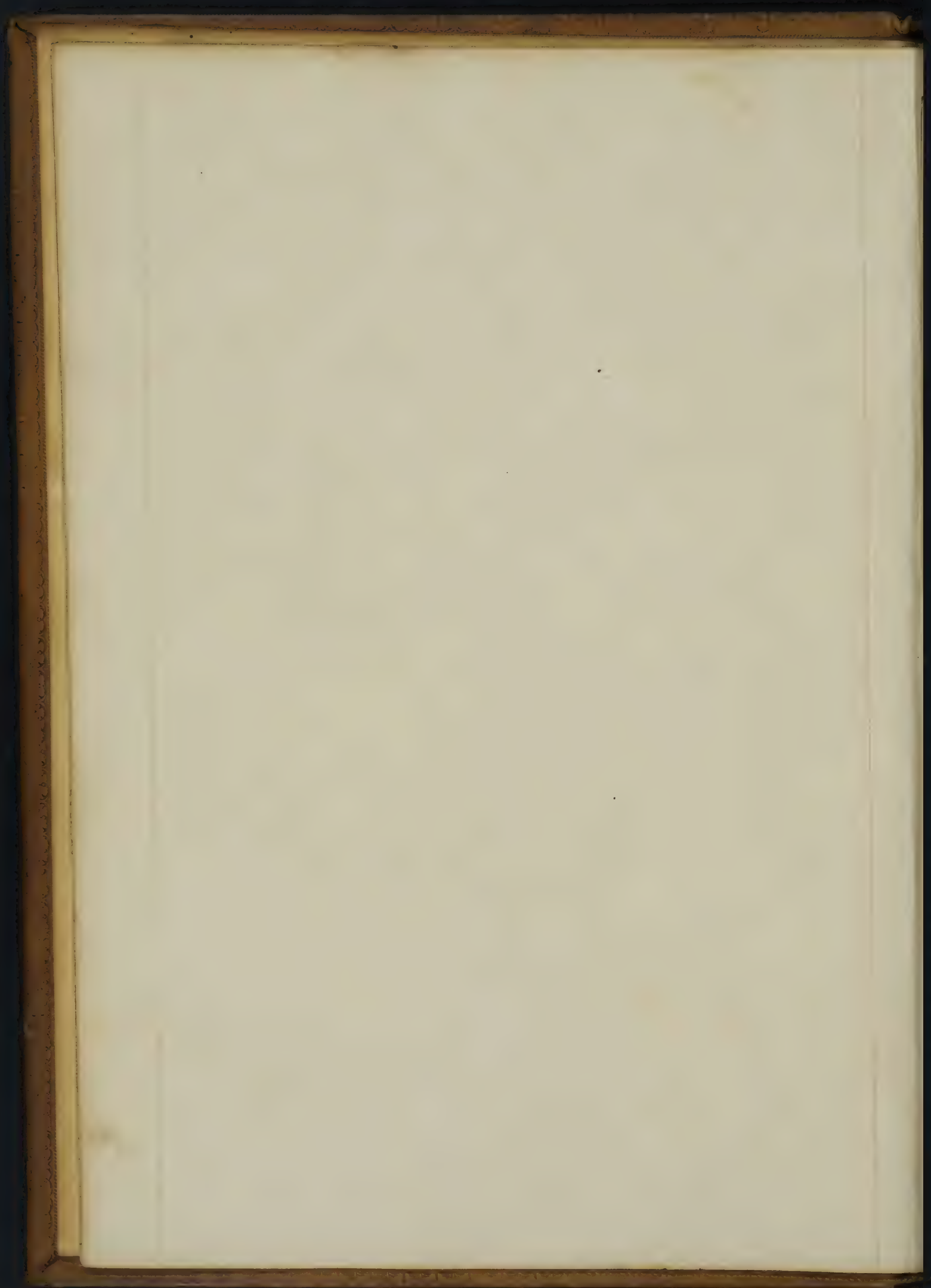


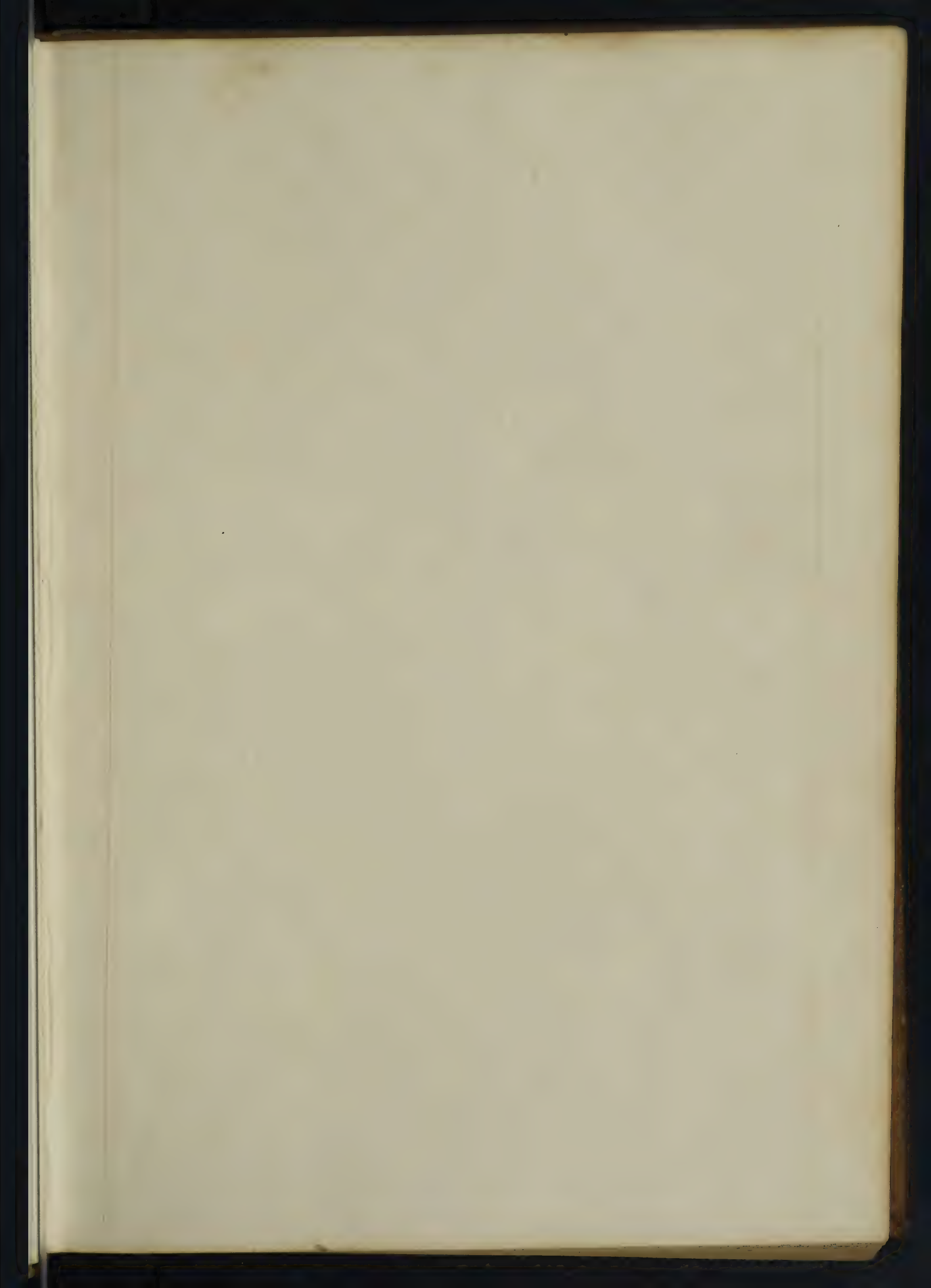


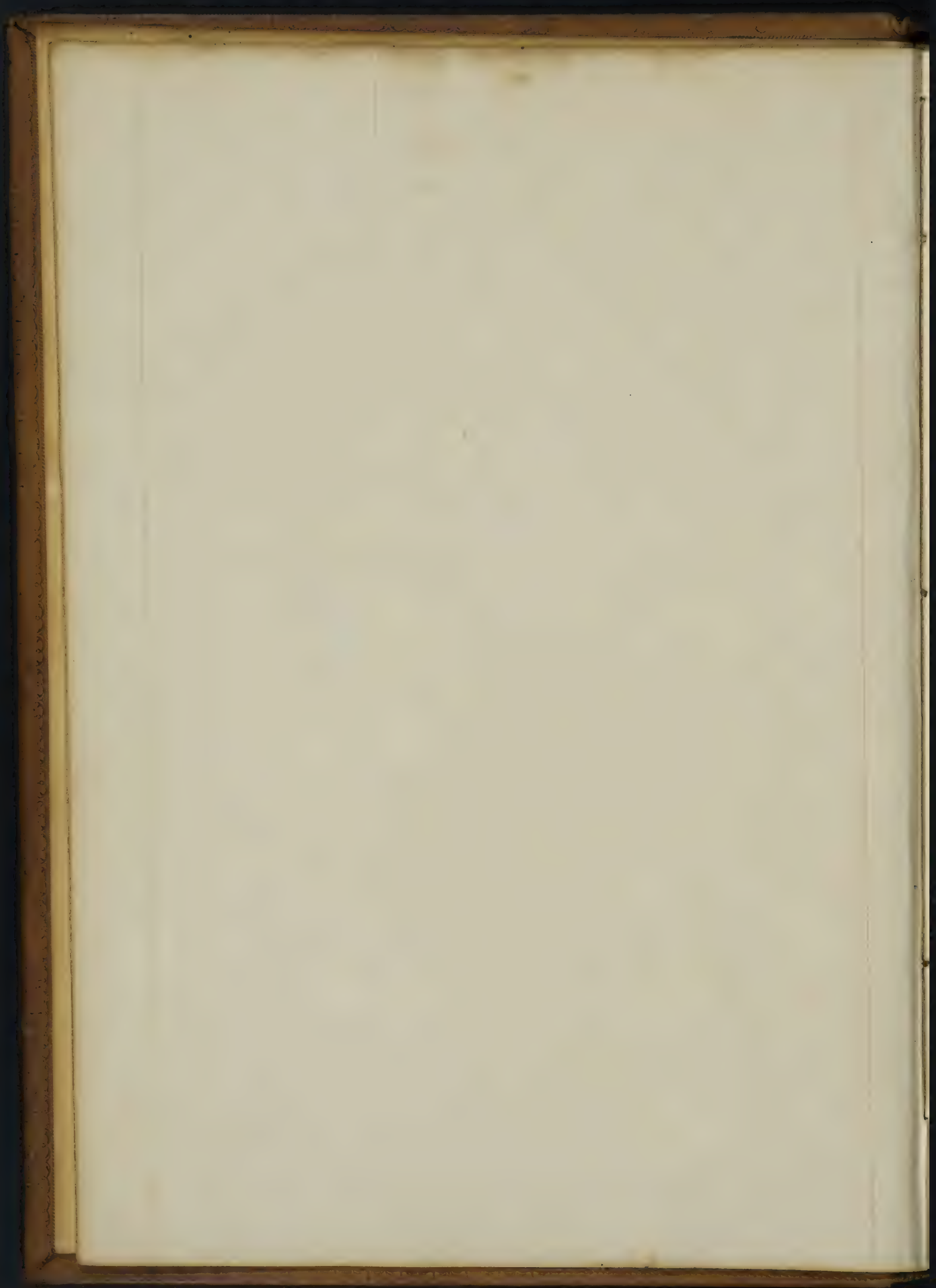


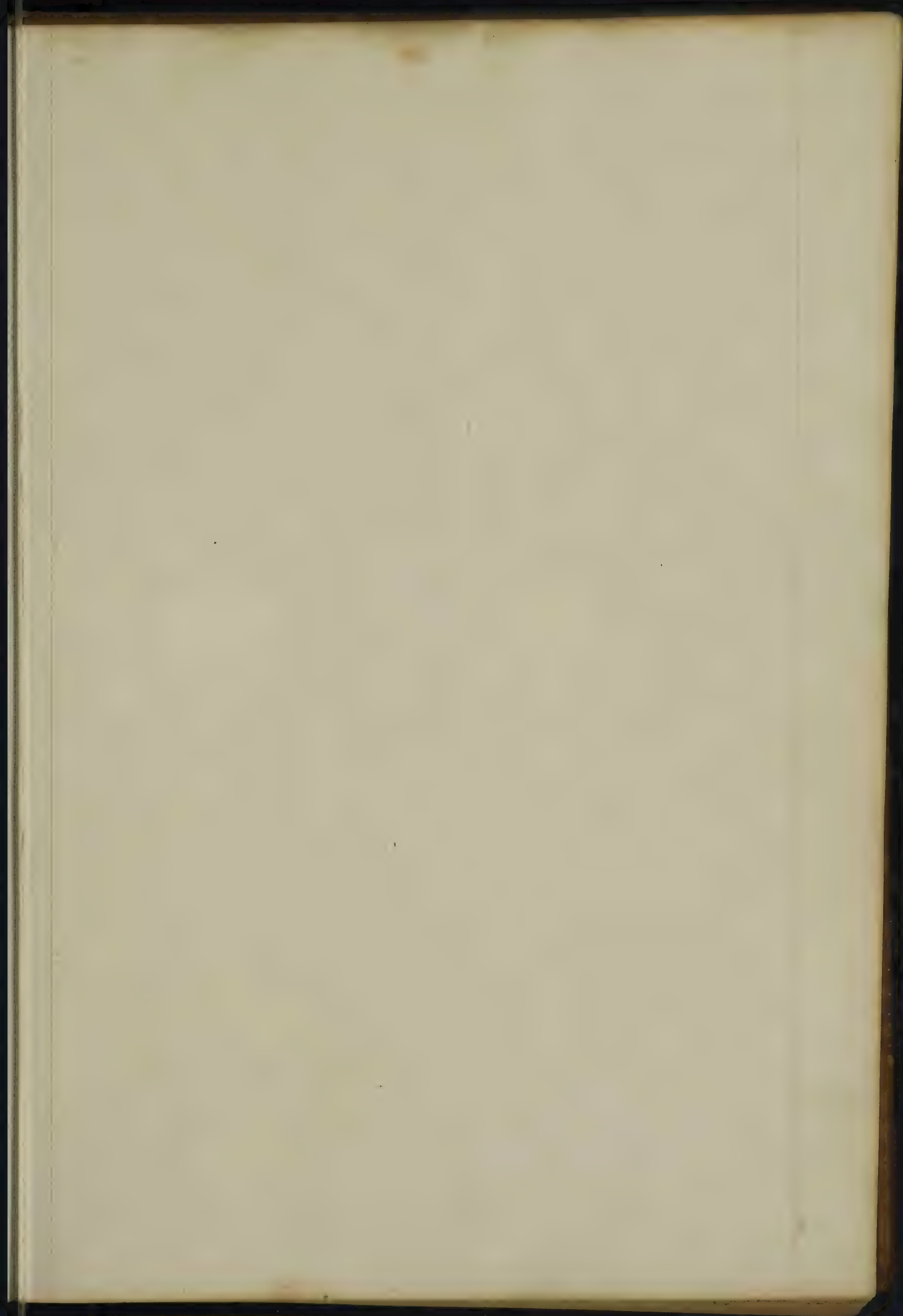


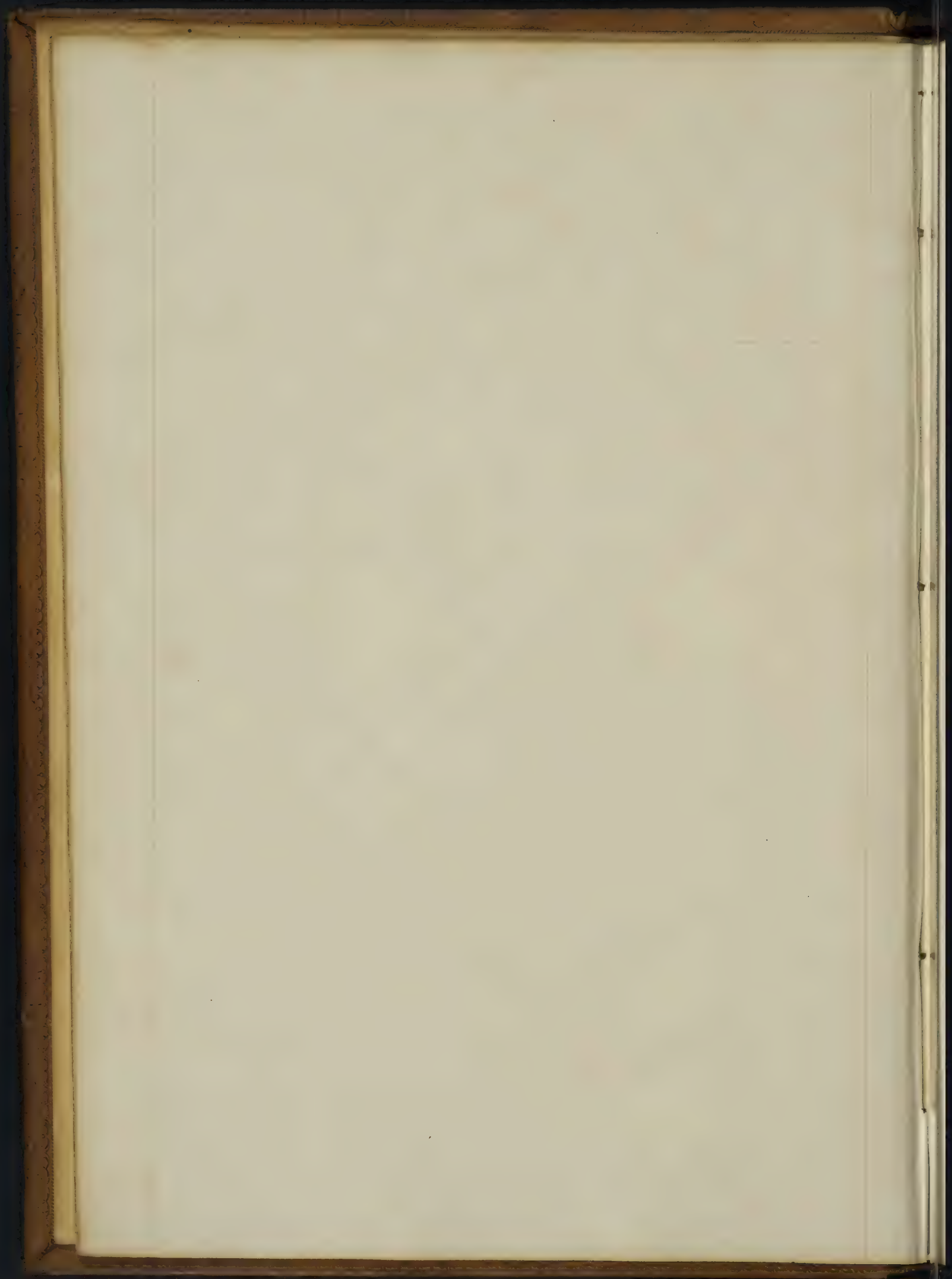


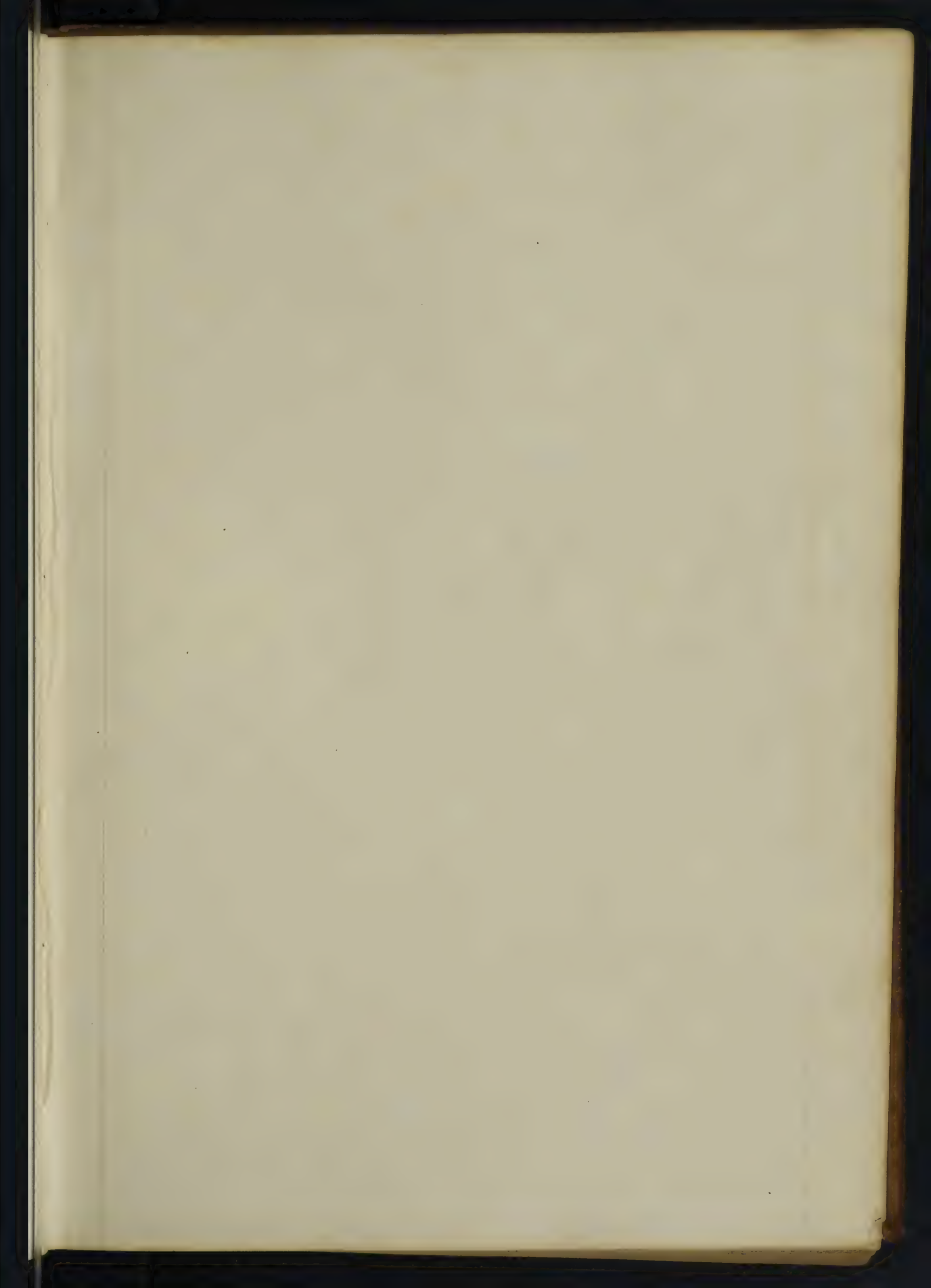


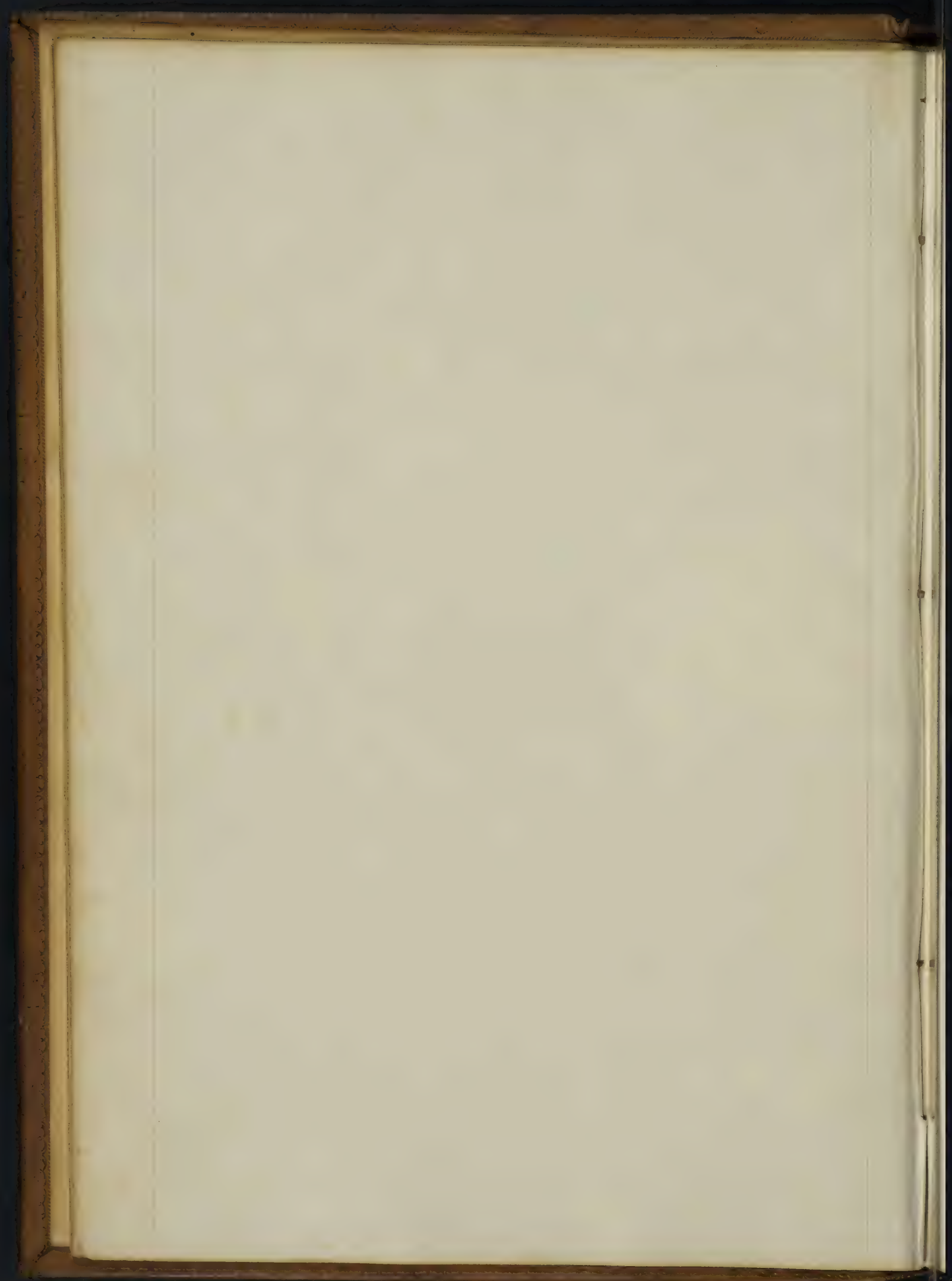




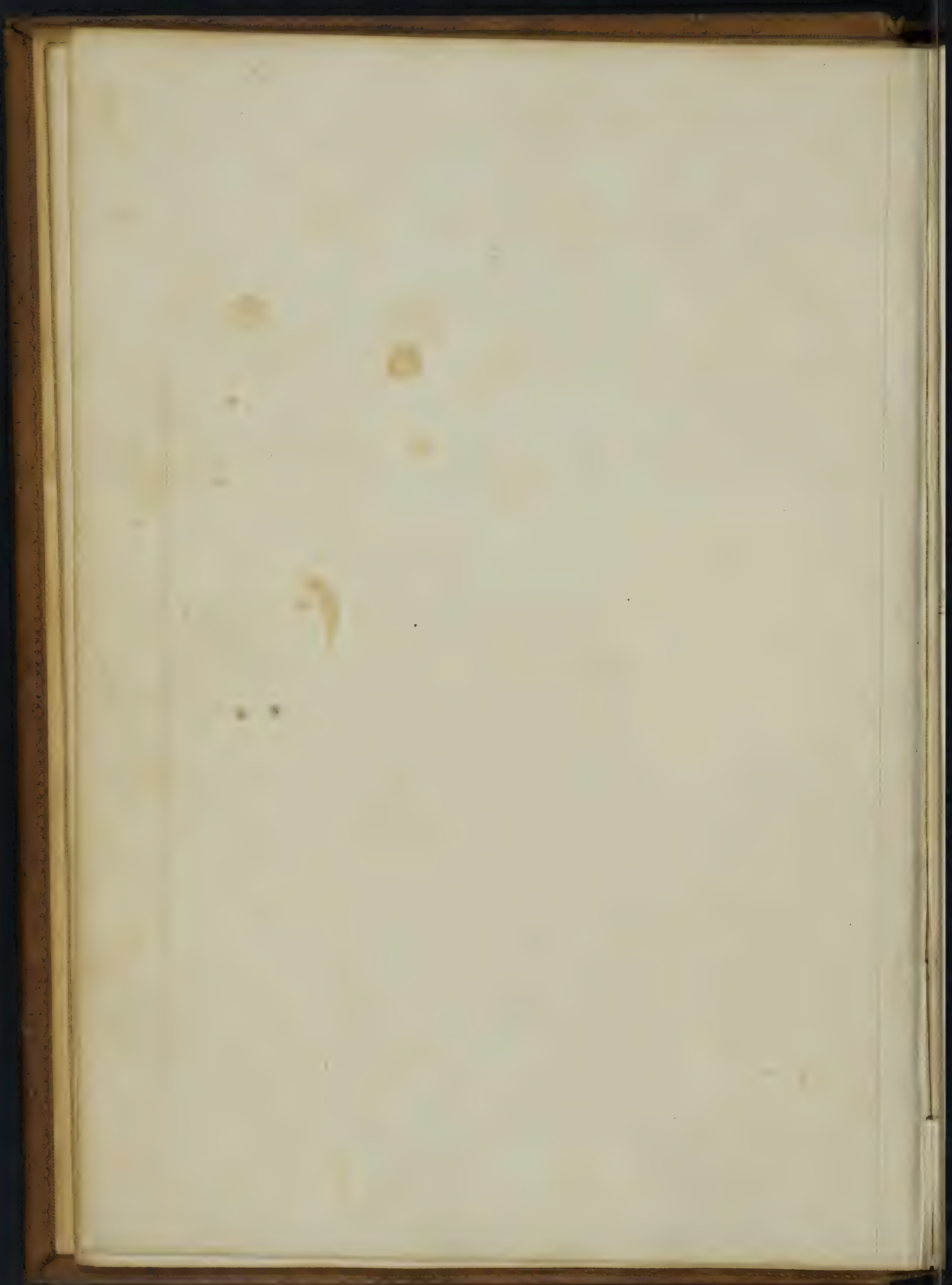












municipal Sav.

But fiction is a small measure and will be considered under 2 Branch. Particulars distinct & have not been only in 1 but now limited to 1 Dec 4 2003. It is again. Note that a particular custom can be found in an old local custom or reference it must be materially pleaded. Because a particular custom not being a public & that notice are not material to prove it. Under the current law, notice is not material. This is true as matters are not material to be taken into account.

[illegible]

3. Prima. Certain precedents have been used in previous cases. This is not a matter strictly legal. 2. Sec. 7. 50. 52. 3. These various laws are binding in the courts as in y^e case now on by adoption. They may be altered by the Legislature 1 De. 7980. The U. S. courts are bound by the laws of the State (so far as they bind at all) by adoption 1 T. 200. De. 911. 416. But the laws are not strictly binding when these States now so ignorant in that justice & no must be followed & y^e precedent must be in the hands of the courts as in y^e case now on by adoption & circumstances. The more the courts are bound in our Bill Court not only in its decisions but also in its reasoning.

U. L. is a more abstract and positive rules not bound to
enact to prevent a failure of justice. The U. L. is a
system of principles, it is a system of checks & though
have exposed particular parts, yet, as a body it is still
our L.

2. Written as St. L. & Corro, Be ss. These both
were wanted in the old time of colonization at the same
directions as yellow chicken prime fairs L. and some-
times also written as St. L. as much as a H. L. as
their initials are. See 108, 109, 110, 111, 112, 113, 114, 115, 116, 117, 118, 119, 120, 121, 122, 123, 124, 125, 126, 127, 128, 129, 130, 131, 132, 133, 134, 135, 136, 137, 138, 139, 140, 141, 142, 143, 144, 145, 146, 147, 148, 149, 150, 151, 152, 153, 154, 155, 156, 157, 158, 159, 160, 161, 162, 163, 164, 165, 166, 167, 168, 169, 170, 171, 172, 173, 174, 175, 176, 177, 178, 179, 180, 181, 182, 183, 184, 185, 186, 187, 188, 189, 190, 191, 192, 193, 194, 195, 196, 197, 198, 199, 200, 201, 202, 203, 204, 205, 206, 207, 208, 209, 210, 211, 212, 213, 214, 215, 216, 217, 218, 219, 220, 221, 222, 223, 224, 225, 226, 227, 228, 229, 230, 231, 232, 233, 234, 235, 236, 237, 238, 239, 240, 241, 242, 243, 244, 245, 246, 247, 248, 249, 250, 251, 252, 253, 254, 255, 256, 257, 258, 259, 260, 261, 262, 263, 264, 265, 266, 267, 268, 269, 270, 271, 272, 273, 274, 275, 276, 277, 278, 279, 280, 281, 282, 283, 284, 285, 286, 287, 288, 289, 290, 291, 292, 293, 294, 295, 296, 297, 298, 299, 300, 301, 302, 303, 304, 305, 306, 307, 308, 309, 310, 311, 312, 313, 314, 315, 316, 317, 318, 319, 320, 321, 322, 323, 324, 325, 326, 327, 328, 329, 330, 331, 332, 333, 334, 335, 336, 337, 338, 339, 340, 341, 342, 343, 344, 345, 346, 347, 348, 349, 350, 351, 352, 353, 354, 355, 356, 357, 358, 359, 360, 361, 362, 363, 364, 365, 366, 367, 368, 369, 370, 371, 372, 373, 374, 375, 376, 377, 378, 379, 380, 381, 382, 383, 384, 385, 386, 387, 388, 389, 390, 391, 392, 393, 394, 395, 396, 397, 398, 399, 400, 401, 402, 403, 404, 405, 406, 407, 408, 409, 410, 411, 412, 413, 414, 415, 416, 417, 418, 419, 420, 421, 422, 423, 424, 425, 426, 427, 428, 429, 430, 431, 432, 433, 434, 435, 436, 437, 438, 439, 440, 441, 442, 443, 444, 445, 446, 447, 448, 449, 450, 451, 452, 453, 454, 455, 456, 457, 458, 459, 460, 461, 462, 463, 464, 465, 466, 467, 468, 469, 470, 471, 472, 473, 474, 475, 476, 477, 478, 479, 480, 481, 482, 483, 484, 485, 486, 487, 488, 489, 490, 491, 492, 493, 494, 495, 496, 497, 498, 499, 500, 501, 502, 503, 504, 505, 506, 507, 508, 509, 510, 511, 512, 513, 514, 515, 516, 517, 518, 519, 520, 521, 522, 523, 524, 525, 526, 527, 528, 529, 530, 531, 532, 533, 534, 535, 536, 537, 538, 539, 540, 541, 542, 543, 544, 545, 546, 547, 548, 549, 550, 551, 552, 553, 554, 555, 556, 557, 558, 559, 560, 561, 562, 563, 564, 565, 566, 567, 568, 569, 570, 571, 572, 573, 574, 575, 576, 577, 578, 579, 580, 581, 582, 583, 584, 585, 586, 587, 588, 589, 590, 591, 592, 593, 594, 595, 596, 597, 598, 599, 600, 601, 602, 603, 604, 605, 606, 607, 608, 609, 610, 611, 612, 613, 614, 615, 616, 617, 618, 619, 620, 621, 622, 623, 624, 625, 626, 627, 628, 629, 630, 631, 632, 633, 634, 635, 636, 637, 638, 639, 640, 641, 642, 643, 644, 645, 646, 647, 648, 649, 650, 651, 652, 653, 654, 655, 656, 657, 658, 659, 660, 661, 662, 663, 664, 665, 666, 667, 668, 669, 670, 671, 672, 673, 674, 675, 676, 677, 678, 679, 680, 681, 682, 683, 684, 685, 686, 687, 688, 689, 690, 691, 692, 693, 694, 695, 696, 697, 698, 699, 700, 701, 702, 703, 704, 705, 706, 707, 708, 709, 710, 711, 712, 713, 714, 715, 716, 717, 718, 719, 720, 721, 722, 723, 724, 725, 726, 727, 728, 729, 730, 731, 732, 733, 734, 735, 736, 737, 738, 739, 740, 741, 742, 743, 744, 745, 746, 747, 748, 749, 750, 751, 752, 753, 754, 755, 756, 757, 758, 759, 760, 761, 762, 763, 764, 765, 766, 767, 768, 769, 770, 771, 772, 773, 774, 775, 776, 777, 778, 779, 780, 781, 782, 783, 784, 785, 786, 787, 788, 789, 790, 791, 792, 793, 794, 795, 796, 797, 798, 799, 800, 801, 802, 803, 804, 805, 806, 807, 808, 809, 810, 811, 812, 813, 814, 815, 816, 817, 818, 819, 820, 821, 822, 823, 824, 825, 826, 827, 828, 829, 830, 831, 832, 833, 834, 835, 836, 837, 838, 839, 840, 841, 842, 843, 844, 845, 846, 847, 848, 849, 850, 851, 852, 853, 854, 855, 856, 857, 858, 859, 860, 861, 862, 863, 864, 865, 866, 867, 868, 869, 870, 871, 872, 873, 874, 875, 876, 877, 878, 879, 880, 881, 882, 883, 884, 885, 886, 887, 888, 889, 890, 891, 892, 893, 894, 895, 896, 897, 898, 899, 900, 901, 902, 903, 904, 905, 906, 907, 908, 909, 910, 911,

Journal of a Visit

But in some cases it is relative to a class or class
are public in other private. It is a common
to a genus it is public & if it is a new class it is
species it is private. If it is a new class it is
relative to a class it is public or private or a new class.
But in a class it is private to individuals it is private.
It is a new class it is private to all. It is a new class it is private.
But it is relative to a class it is a new class it is private.
class 154 Dec 85 L N 10.381 365 10657

14 In the case of an owner of a building in public
So I suppose to have a date to the President 4. 10 - 78
28. 198 Bacar St. 75 400 227 Place a statement a per-
centage of the building or rate is Public Bacar St. 75 12. 1900
10. 9. 513 10. 10. 51 200 51

A Union between the Public & mostly private

[illegible][illegible][illegible]

[illegible]

[illegible]

It's a good deal like it can't be right - I have a
better "tree" observation - some such as you did see by
water of the mountain L. & you saw the sign^{at} of the "Pineville"
4 Con No 9. 5-54. 190 caillots Bonita.

Rem^d per d^o St after being read out before
 jury given as evidence & returned a ver^d that
 he is not guilty of offence & not guilty under
 either of 4th sundry provisions or either of 1st or 2^d
 force as both offences committed by way of repeat 1st
 Reg^s among Sac no St B. Note N. S. is 3rd time
 case of this nature made on Tuesday. It is possible
 to make it a force as well as previous offences. They
 go on further to pursue in one of first for by of repre-
 sation. There is no such in any one can put a question
 him, for if it did, it would be one at a time & when a was
 committed it will be an at best back f.

Since it is not essentially retroactive in its pro-
visions, may become so in its application in the fu-
ture. It is allowed in all countries of the type more
recently been developed. It is now being pro-
posed in the U.S. R. 107, 321, 1352 & 1425. '3-21-14
1455, 5 R. 107. 5-15-14

[illegible]

28

If a contract is made on a date which is
 in force no request need be made to
 the ⁺ valid, it was at the time & no contract is
 void can be made on a date ex post facto to 14.75

[illegible]

The constitution does not favor us with the na-
ving exact facts. Laws & any laws falling in harmony
is oblige of Courts; but now, for once, in relevant laws
22 are constitutional, has been a quick one - observe
The Supreme Ct. of Wash. would not say are consistent
But 12 is now settling by a Supreme Ct. of U.S. that,
so far as an insolvent State is concerned to discharge a person
as debtor it is ok, because it does not affect debt
but when one does to discharge a debtor's future prob. it is via
4
March 12. 100 5" 191

[illegible][illegible]

It is a very good question, but for a first course
of study, the student is a very good one, and is very
interested in the subject, and is very interested.

But nearly all fishes are not coming to
notice. Hence a winter notice would be near-
ly impossible; it may be said that a seasonal fish year.
But these are a part of a general law but in many
there are no more than a single instance - as a whole
40. to ex. E. 200 - 200 1000 - 72 205 - 220 - 85 2800 35
40 200 200

So the movement is a private st. & is necessary 35
at a. h. to reach & relieve it. If an action is taken in respect
must be taken in public, it must be seen in a social
way. It is not in fact a cause of action in terms of
action & to do so. Dec 5 & Dec 341 to Dec. 12. 2 But a man
in court is it more in a social way. It is a social
then excitation / may be even in a social way. It is
not a social action in fact. It is a social action in fact.
It is a social action in fact. It is a social action in fact.

[illegible]

The medicinal value of the bark of *Quercus* is well known. It is used in many cases as a tonic. The bark of the oak is used in the form of a decoction. The bark of the oak is used in the form of a decoction. The bark of the oak is used in the form of a decoction.

La. to say it is so because I am so
satisfied of a medical fact it will not allow to be
defeated out by a medical fact but in every case
you is it it would be consistent with you. I will to give
(3 Sal 301 Feb 72 50ac 1000 R) with in the matter it.
in Part. There is now beginning or increasing
issue.

Moreover a defense in medicine is it is
inconsistent with you. since in action it must
be pleaded as a fact. Thus, must of L. 1 mile be
pleaded as a fact. Thus, a bill action under reading
intent. i.e. a fact is a bill action under reading
1 Sal 203 in L. 1198 L. 1253 in the 10th

In determining a homicide it is necessary not
only to allege facts in every case within
it but also of the fact. This is a case in all re-
citals: The recital of a fact must be recited
the very words need not. 460 70 1 Mod 57 1 Sal 461

A homicide is not a Bill. 2 part. Breach 38
in a case. Breach not only need a recital
10 205 110 225 it is usual in a case to count upon
a fact by reciting its title. is not necessary. Then
no marriage. 10 205 110 225 110 225 110 225 110 225
L. 2. 325. Therefore need not be recited
the fact is not fatal even in a case. 110 225 110 225
110 225 110 225 110 225 110 225 110 225 110 225
110 225 110 225 110 225 110 225 110 225 110 225
110 225 110 225 110 225 110 225 110 225 110 225

By C. L. . notary pub. & when necessary must
contain its date & place where it was enacted. Secus
it is ill in gen. denumered. This rule is applicable
as to Private & for Public there require not the
I have not seen it L 5 Co. 211 Exo C. 292 Exo 4
Solicitation, or vice versa for a private &
not the record may be recorded for the who made
an private & is found to prove it 4 Co. 211 Mod. 5-

But no reason can be advanced in the case of a
Public H. even upon a submission if it is material
to mislead the trier. The trier is not a trier of L.
but of fact & not of law. The case is now deemed an
original case may be move a writ of Habeas H
L. 3 800 18 600. 355

[illegible]

2. This action is founded on a verbal contract
which exists entered upon i.e. in all cases, in re-
sults are inflicted by H & an action is not
necessarily really to be extended in all criminal
prosecutions whether. Prov 20078. R. 52. 12 East 333
341. 2 R 6. 25. Bent. 103. Bac. ab. ac. qui tam & Hal. 34
15. known & name of exception

3. Sea Pub. It gives a new action not a new remedy, he who sues upon it must count upon it. Bac. ab. H. L. 24. Holt 534 2 East 330, 341. Thus if an action of waste is not upon it of Gloucester y. party must count upon it otherwise he will recover ^{not} place waste only & not ^{but only} triple damages for he will be supposed to count upon it. C. L. rule rule 2 East 334 J. G. answer y^t - no case whatever makes it be necesse

It is a new & merely exterior action to a new case, counting upon it is not necessary. Bac. ab. H. L. 24 y. 830 831 832. Holt on H. L. 2 Bac. 430, 445 Because (Bac. ab. H. L. 24) being a C. L. action no new form of pleading was required by it.

It is not a new action as it appears y^t in action a Pub. H. L. 24 per se, counting upon it is not necessary. A new action is given by it, or unless there is a concurrent rem. at C. L. If then it is a right to sue; & yet is merely an action for violation of the right to sue directly & not in the sue upon it, must not count upon it, for no new action is given & there is no concurrent rem. at C. L.

So there is a new & real matter in right & not expressly giving a new rem. but leaves a C. L. to enforce it & otherwise, as the case was not count upon it. East 382 Cal 282

None it prohibits a act as unlawful & another in fact a heresy he who runs for a heresy must count upon both to be public, for a heresy it must be counted upon, & not of receiving a heresy is not given in case law. Per 405 Sac. ab. St. L. 4

An officer may be laid in one instance by St. L. Law & C. L., but it must be done by the court of conclusion as a court at C. L. is extreme. Thus, "2 of evil example to others in like manner officers" & conclusion of a court (Per C. L. 435) when it is "conforman Stabiti"

One when run of a heresy & consisting of connected acts is by St. L. & must be by St. L. then need be but one court & it will include "conforman Stabiti" & it will refer merely to Stabiti in the 212 case to 382

If one it prohibits a heresy, a particular act, he must it give a action to a informer, both must be counted upon, for a informer has no complete right to receive in one alone. That 377. And if a man to count upon a final paragraph in one rule is an incurable defect not aided by a verdict. So if in case of the matter) a informer should be counted upon only as it is not a full of respect to

The same rule. It is necessary to have 42
 and as a result it is necessary according to 42
 it is necessary to have 42. It is not if 42
 is counted as a first instance of a rule which
 is not a rule. It is a rule which is not a rule.
 2. 172. 1075. 2. 172. 1075. 2. 172. 1075.

The same rule. It is necessary to have 42
 and as a result it is necessary according to 42
 it is necessary to have 42. It is not if 42
 is counted as a first instance of a rule which
 is not a rule. It is a rule which is not a rule.
 2. 172. 1075. 2. 172. 1075. 2. 172. 1075.

The same rule. It is necessary to have 42
 and as a result it is necessary according to 42
 it is necessary to have 42. It is not if 42
 is counted as a first instance of a rule which
 is not a rule. It is a rule which is not a rule.
 2. 172. 1075. 2. 172. 1075. 2. 172. 1075.

The same rule. It is necessary to have 42
 and as a result it is necessary according to 42
 it is necessary to have 42. It is not if 42
 is counted as a first instance of a rule which
 is not a rule. It is a rule which is not a rule.
 2. 172. 1075. 2. 172. 1075. 2. 172. 1075.

The question now is to be taken with qualification 45
 in 1. Indeed qualification is a two clause case
 1. Where a particular mode of movement is provided
 as a condition of a particular clause
 2. Where there is no particular clause
 in the case of a particular clause must be noted
 that 544, 545, 546, 547, 548, 549, 550, 551, 552, 553, 554
 in the case of a particular clause are so directed
 that the condition is a particular clause

In the case of a particular clause of a particular clause
 - movement a particular mode of movement is a
 distinct substitution clause a particular is not confined
 to a particular mode of movement but movement to
 a particular clause is provided for in a particular
 clause 544, 545, 546, 547, 548, 549, 550, 551, 552, 553, 554
 in the case of a particular clause are so directed
 that the condition is a particular clause

The 5th clause of a particular clause of a particular clause
 - movement a particular mode of movement is a
 distinct substitution clause a particular is not confined
 to a particular mode of movement but movement to
 a particular clause is provided for in a particular
 clause 544, 545, 546, 547, 548, 549, 550, 551, 552, 553, 554
 in the case of a particular clause are so directed
 that the condition is a particular clause

The 6th clause of a particular clause of a particular clause
 - movement a particular mode of movement is a
 distinct substitution clause a particular is not confined
 to a particular mode of movement but movement to
 a particular clause is provided for in a particular
 clause 544, 545, 546, 547, 548, 549, 550, 551, 552, 553, 554
 in the case of a particular clause are so directed
 that the condition is a particular clause

49

50

There is a positive assurance that for
yourselves or individuals in some nations, rights
rights an individual may have in action in a state
is private property. To this he has not expressly
circumstances of action. I think that the
As in a state would have private property a crime
in exercising a right. An individual may have his
action on a state or personal injury.

When a 1st effect a result was a result
or a dissonance of another result. Let a result of a
otherwise a result of a result of a result of a
man we discovered by an action of the 1st
singular example. This is mentioned to be a
tion of the 1st result of a result of a result of a
man. (1800) 1st. 1st

Heute ist ein wunderschöner Tag

that it is better to give a man credit to an individual who will manage for himself than to give a man credit in the case of a society to whom credit is recovered at his own monetary discretion, when certain to pay over to a State or bank.

57 - And where a small, is a waste of the
 effort which cannot even before action but which
 part assigned to a party injured, because as to him it
 is remedial that if L. is small in his not accused
 before action but immediately any compensation of a
 small L. is true where a penalty is as to a certain
 action. The case is like a suit due to a party
 can't interfere 2 Har 392 May 22 2 - 36.311

The monies paid at L. release him from
 a penalty after conviction but not before. A release
 before conviction would not have any effect in making
 a subsequent action. For he had no right at the time of a re-
 lease at least no common law right 2 Har. 392
 2 Rob. R. 30. But y. St 4 Hen. 7 enacts y. no common law
 recovery in a common action shall have a saving
 action. 2nd it now leaves release after conviction to
 have any effect. This St. is in affirmance of L. L. in
 laying down having y. rule, L. L. responds at there
 was no error in L. L. for y. a common release will
 be void at L. L. as well as a common recovery
 2 Har 392 336 32 5 L. 7 150 305

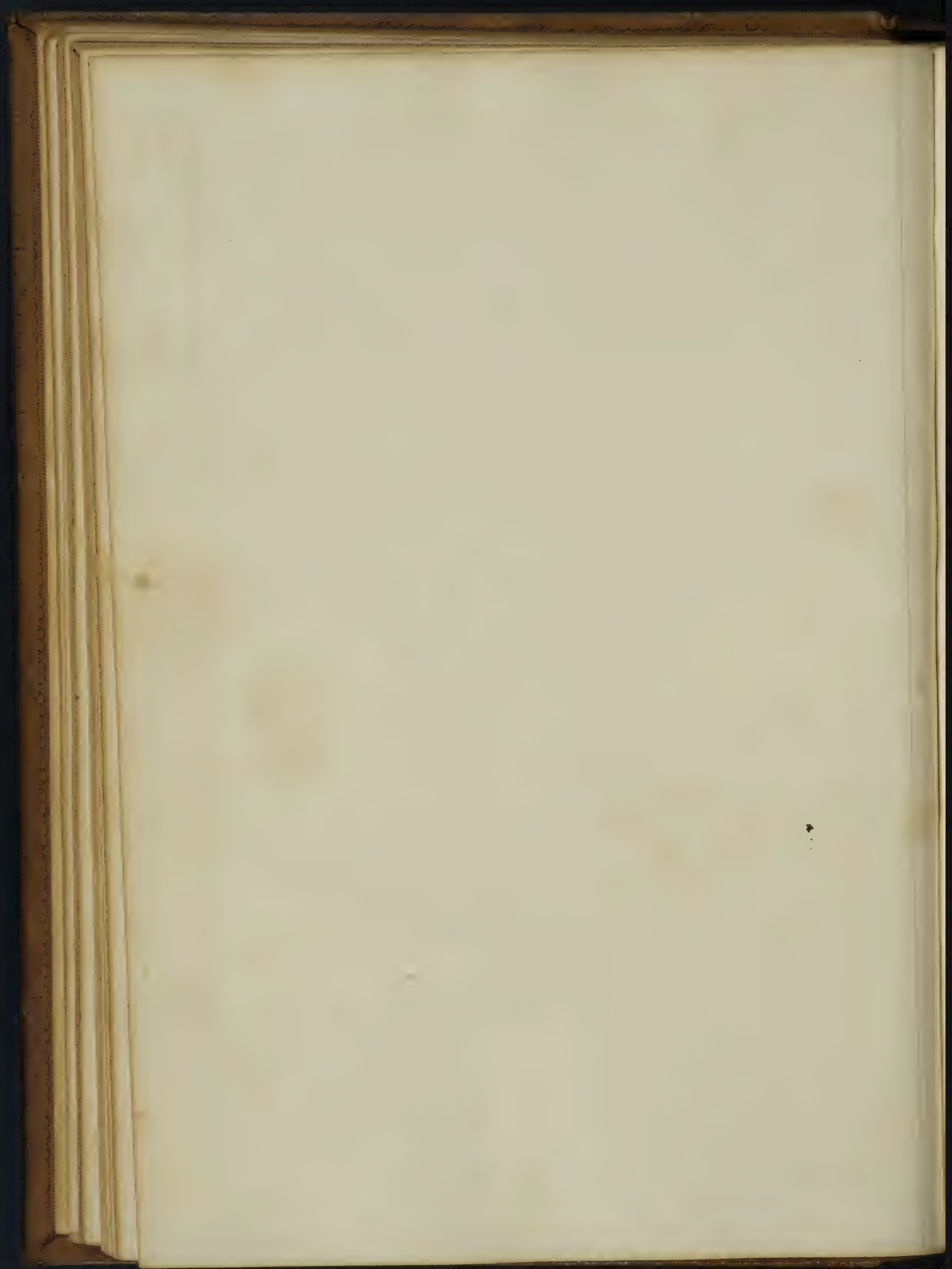
58 By a St. 18 Hen. 6 no execution shall not compound
 nor until y. def. shall have appeared in Ct. L. shall have paid
 nor then can without leave of Ct. L. it is otherwise
 with y. Ct. to give leave or not. It is under seven penalties
 But y. can without leave of Ct. L. extend only for prosecu-
 tor's part when y. Ct. gives a leave to compound, the whole com-
 p. is y. part of y. penalty wh. belongs to y. king shall be lost into Ct.
 The part belonging to y. king can never be compounded
 2 Har 307 13 L. 78 5 T. R. 98 5 T. 107 Bac 43 Com. p. act 1-22
 18170 + Nov 1929 Com. p. act in St. E. 2

The idea of a section on the same subject is
 doubtful, as the subject is in discussion
 & attention is given to the subject in the
 same manner as the other subjects. The
 1905-1906 season 1000 1000 1000 1000 1000
 5-12 1000 1000 1000 1000 1000

Some times our numbers of continued acts
will constitute out and out crime in such cases and
being so it is more difficult to see how we can withdraw our
continued acts. It is a perplexing peculiar question
on Sunday I wrote a man late at night. saying I was
not for the sake of clear conscience with one glance
This is a matter of expediency for me

In replevin actions according to Eng. L. Plf. is
not entitled to costs unless it is expressly given by St.
These actions are not within a gen. not giving costs
But where Penalty is given to a party injured by the
offence Plf. is entitled to costs as in an ordinary
civil action In U. S. where prosecutor recov-
ers he is always entitled to costs his subject is to cost
in a felony 2 Hen-781 Sal 200 H. 2. 0. Dac 42 ac- 1-2
51. 19 Costs





Of the rights of Persons

The subject matter of medicine law is divided into
human laws. Rights & duties. Sec 301. It is divided
is to guard & enforce the former, to restrain or prevent the latter
301. It is necessary that rights be kept unimpaired, wrongs being
an invasion or violation of Justice or right. 302.

Rights are of two kinds - 1 of Persons 2 of Things
Things are of two kinds Public & Private. 30124. Persons
as contemplated in municipal law are of two kinds 1 Natural
2 Artificial. Natural are human beings considered in
their natural capacities. Artificial are such as are created
but L. have called corporations or "transcendence" ex. Cities
Corporate towns or societies & other incorporable companies
18123. 467. The exercise of existence even if not a matter
of Incorporation created to maintain a respectful neces-
sity, for a purpose of maintaining a certain particular rule
& for perpetuating the right.

The rights of persons considered in a natural capacity
are of two kinds 1 Absolute 2 Relative. 1 Absolute
are such as belong to individuals considered as individuals
such as belong to them even in a state of nature. 30123.
These constitute what is called "natural liberty". 30125.
These are divided into 1. Public Liberty 2. Private Liberty 30126.
2. Personal Liberty 3 Private Property 30127.

The Relative rights of things are such as are
out of operation of civil society. 30123. 45.

Husband & Wife

Further it has been held that a right of way thereto is in-
minutely to be not so if the ^{the} taking alone &
another owner is appointed. & a case must have resulted
of a post-hoc & a further note of P. 382. 122511 Mar-
dise but yet it is held in the next case on the same
belt that there must be a new note to his note. This rule
I think is never accepted since P. 382 in 1/201/159. Tol 115.

According to 4th rule it is manifest that the number
of L. nuclei is in the ratio of 1 to 2 a more reality

But a reference to the manuscript is made
in B. an abstract numerical system
But his rest will have then a new basis first the
PL. 50, 342, 412, 240001. The last at least suppose hold them in
(C. 18)

The same has been submitted to the
 committee and it is not a mistake. There is an
 exception in the agreement of ~~the~~ to have complete
 control over the assets of the estate it must follow it
 when ~~the~~ remain under a purchaser in a settlement
 or will subject to creditors and it is only in so far
 as the same must exist

The system is made in a rotational manner
it is no removal of an electron action under a con-
dition of a total that it is an alleged settlement even in
its expression. Rec. a final con. 255n

The two cutaneous glands are situated in a
the side during its life even in *D. undecimlineatus*
the two glands give a settlement col 751 Brach.
B-4 C. 4. white men.

Arms & vent uel's white while sole
are probably under Lacton Low 932 then 8 c^{ts}
ones become undulating & non-convex & y nia mian
i BE 405, 1st Dec 2nd Dec 17 at C. L. her arms
of vent are black up & same looking as other
shores in action 4 Co 5/a Co. L' 102 a b. 34/a 2 BE 4m
In N.Y. sent, garnet of vent autograde cum sola mud & used for by 4 4 4 4
But for vent occurring from. vifordna during construction has may see alone for 237
is John 479 The a dealer to a wife is near a recent visit
to end in time of by a man & wife joint they are
Dummett's sister "Mod. 79 3rd 1890 Buew-BLH.C. 1890
1890

But if y. m. survives a ~~right~~ ^{right} of col-
lection survives to him, so if wife survives,
it survives to her, but a portion of dec. must
be paid over to a dec. estate.

"The heart may assign & will" does in act
for real. con; but a voluntary union is not ex-
posed even in Cyp. 202. 205. 420. 421. 440. 441. 442. 443. 444. 445. 446. 447. 448. 449. 450. 451. 452. 453. 454. 455. 456. 457. 458. 459. 460. 461. 462. 463. 464. 465. 466. 467. 468. 469. 470. 471. 472. 473. 474. 475. 476. 477. 478. 479. 480. 481. 482. 483. 484. 485. 486. 487. 488. 489. 490. 491. 492. 493. 494. 495. 496. 497. 498. 499. 500. 501. 502. 503. 504. 505. 506. 507. 508. 509. 510. 511. 512. 513. 514. 515. 516. 517. 518. 519. 520. 521. 522. 523. 524. 525. 526. 527. 528. 529. 530. 531. 532. 533. 534. 535. 536. 537. 538. 539. 540. 541. 542. 543. 544. 545. 546. 547. 548. 549. 550. 551. 552. 553. 554. 555. 556. 557. 558. 559. 560. 561. 562. 563. 564. 565. 566. 567. 568. 569. 570. 571. 572. 573. 574. 575. 576. 577. 578. 579. 580. 581. 582. 583. 584. 585. 586. 587. 588. 589. 590. 591. 592. 593. 594. 595. 596. 597. 598. 599. 600. 601. 602. 603. 604. 605. 606. 607. 608. 609. 610. 611. 612. 613. 614. 615. 616. 617. 618. 619. 620. 621. 622. 623. 624. 625. 626. 627. 628. 629. 630. 631. 632. 633. 634. 635. 636. 637. 638. 639. 640. 641. 642. 643. 644. 645. 646. 647. 648. 649. 650. 651. 652. 653. 654. 655. 656. 657. 658. 659. 660. 661. 662. 663. 664. 665. 666. 667. 668. 669. 670. 671. 672. 673. 674. 675. 676. 677. 678. 679. 680. 681. 682. 683. 684. 685. 686. 687. 688. 689. 690. 691. 692. 693. 694. 695. 696. 697. 698. 699. 700. 701. 702. 703. 704. 705. 706. 707. 708. 709. 710. 711. 712. 713. 714. 715. 716. 717. 718. 719. 720. 721. 722. 723. 724. 725. 726. 727. 728. 729. 730. 731. 732. 733. 734. 735. 736. 737. 738. 739. 740. 741. 742. 743. 744. 745. 746. 747. 748. 749. 750. 751. 752. 753. 754. 755. 756. 757. 758. 759. 760. 761. 762. 763. 764. 765. 766. 767. 768. 769. 770. 771. 772. 773. 774. 775. 776. 777. 778. 779. 780. 781. 782. 783. 784. 785. 786. 787. 788. 789. 790. 791. 792. 793. 794. 795. 796. 797. 798. 799. 800. 801. 802. 803. 804. 805. 806. 807. 808. 809. 810. 811. 812. 813. 814. 815. 816. 817. 818. 819. 820. 821. 822. 823. 824. 825. 826. 827. 828. 829. 830. 831. 832. 833. 834. 835. 836. 837. 838. 839. 840. 841. 842. 843. 844. 845. 846. 847. 848. 849. 850. 851. 852. 853. 854. 855. 856. 857. 858. 859. 860. 861. 862. 863. 864. 865. 866. 867. 868. 869. 870. 871. 872. 873. 874. 875. 876. 877. 878. 879. 880. 881. 882. 883. 884. 885. 886. 887. 888. 889. 890. 891. 892. 893. 894. 895. 896. 897. 898. 899. 900. 901. 902. 903. 904. 905. 906. 907. 908. 909. 910. 911. 912. 913. 914. 915. 916. 917. 918. 919. 920. 921. 922. 923. 924. 925. 926. 927. 928. 929. 930. 931. 932. 933. 934. 935. 936. 937. 938. 939. 940. 941. 942. 943. 944. 945. 946. 947. 948. 949. 950. 951. 952. 953. 954. 955. 956. 957. 958. 959. 960. 961. 962. 963. 964. 965. 966. 967. 968. 969. 970. 971. 972. 973. 974. 975. 976. 977. 978. 979. 980. 981. 982. 983. 984. 985. 986. 987. 988. 989. 990. 991. 992. 993. 994. 995. 996. 997. 998. 999. 1000. 1001. 1002. 1003. 1004. 1005. 1006. 1007. 1008. 1009. 1010. 1011. 1012. 1013. 1014. 1015. 1016. 1017. 1018. 1019. 1020. 1021. 1022. 1023. 1024. 1025. 1026. 1027. 1028. 1029. 1030. 1031. 1032. 1033. 1034. 1035. 1036. 1037. 1038. 1039. 1040. 1041. 1042. 1043. 1044. 1045. 1046. 1047. 1048. 1049. 1050. 1051. 1052. 1053. 1054. 1055. 1056. 1057. 1058. 1059. 1060. 1061. 1062. 1063. 1064. 1065. 1066. 1067. 1068. 1069. 1070. 1071. 1072. 1073. 1074. 1075. 1076. 1077. 1078. 1079. 1080. 1081. 1082. 1083. 1084. 1085. 1086. 1087. 1088. 1089. 1090. 1091. 1092. 1093. 1094. 1095. 1096. 1097. 1098. 1099. 1100. 1101. 1102. 1103. 1104. 1105. 1106. 1107. 1108. 1109. 1110. 1111. 1112. 1113. 1114. 1115. 1116. 1117. 1118. 1119. 1120. 1121. 1122. 1123. 1124. 1125. 1126. 1127. 1128. 1129. 1130. 1131. 1132. 1133. 1134. 1135. 1136. 1137. 1138. 1139. 1140. 1141. 1142. 1143. 1144. 1145. 1146. 1147. 1148. 1149. 1150. 1151. 1152. 1153. 1154. 1155. 1156. 1157. 1158. 1159. 1160. 1161. 1162. 1163. 1164. 1165. 1166. 1167. 1168. 1169. 1170. 1171. 1172. 1173. 1174. 1175. 1176. 1177. 1178. 1179. 1180. 1181. 1182. 1183. 1184. 1185. 1186. 1187. 1188. 1189. 1190. 1191. 1192. 1193. 1194. 1195. 1196. 1197. 1198. 1199. 1200. 1201. 1202. 1203. 1204. 1205. 1

It is well held that such voluntary assignment
for creditors is an assignment yet it is an act of owner-
ship as changes property & vests it in others. Rule now
reversed & it is now pronounced not the Law 18th 380th
for line. 295 20th 108 1B, L. 44 But still in § 105 I see
if law may affordably secure a richer owner in a
voluntary. The reverse takes effect at L. as assign-
ment & does not 20th 108, 1B. 308.

There even a bar. is obliged to resort to it to
obtain possession on 4 riffs closed in action. Ego will
not interfere unless he will make a reasonable settle-
ment upon 4 riffs either out of a chase or otherwise
1 B. 151 382 455 4 B. 12. 300 300 to 12,500. 1167 7. 100 280
1815

the 2nd marriage is void as it is
void in common law & in the Statute
of 1831. 351. 352. 458. 459. 310. 311. 10. 10. 10. 291. 294

The case is actually void as it is
void in common law & in the Statute
of 1831. 351. 352. 458. 459. 310. 311. 10. 10. 10. 291. 294
The case is void as it is
void in common law & in the Statute
of 1831. 351. 352. 458. 459. 310. 311. 10. 10. 10. 291. 294

Goodman's case is in possession of
another by the Statute of 1831. 351. 352. 458. 459. 310. 311. 10. 10. 10. 291. 294
The case is void as it is
void in common law & in the Statute
of 1831. 351. 352. 458. 459. 310. 311. 10. 10. 10. 291. 294

The case is void as it is
void in common law & in the Statute
of 1831. 351. 352. 458. 459. 310. 311. 10. 10. 10. 291. 294
The case is void as it is
void in common law & in the Statute
of 1831. 351. 352. 458. 459. 310. 311. 10. 10. 10. 291. 294

If goods of a person are used in the
marriage they do not remain in the hands
but to be received by the husband after marriage
to be used in a joint name. 3 L.R. 531 It has
been questioned whether a wife can recover for
Lacrima Merg^t by marriage, & has to
maintain an action in her own name for
conversion in favor of her husband a principle of
law must be alone. 107 Kent 201 114th
172 3 L.R. 531

For as far as it is not to maintain a
time of marriage the female is a constructive per-
son in consequence of her husband's title in a law.

18. It can be said that it is not to maintain a
marriage, to which is subject to its control & not to make
to buy to be invalid, but we can't release it, & yet for
the wife to pay for it, & to pay money 3 L.R. 531

It is also said that the husband has no right to the
marriage of his wife. 1 L.R. 531 over the husband's name. Since
a woman's name is extensive right than over others in ac-
tion. They are liable to be during coverture for
a part of the husband's name & to be taken in for
his acts. The wife is supposed to be the wife of her
husband. 1 L.R. 45. 351 45 L.R. 535. 114th, 346

It is also said that it is not to maintain a
time of marriage, but it is to maintain a right in her
name. If a husband does not maintain a wife's name during
the marriage, then he is to be considered as a husband. 1 L.R. 45
114th, 346 351 351

They are not better than 5 for the same
 the same, could suppose a man could be the same
 and, although whole But in fact no, except
 under your supervision, a child's care is not your
 not. Dec. 3rd 85 This is a child's care is not your
 Facts & Chittenden. This decision was against the unanimous opinion of the 5 judges.

But the 5 judges were not unanimous in their
 the 5 judges were not unanimous in their
 under your supervision, a child's care is not your
 not. Dec. 3rd 85 This is a child's care is not your
 Facts & Chittenden. This decision was against the unanimous opinion of the 5 judges.

But the 5 judges were not unanimous in their
 the 5 judges were not unanimous in their
 under your supervision, a child's care is not your
 not. Dec. 3rd 85 This is a child's care is not your
 Facts & Chittenden. This decision was against the unanimous opinion of the 5 judges.

But in fact, a man must be right in his
 the 5 judges were not unanimous in their
 under your supervision, a child's care is not your
 not. Dec. 3rd 85 This is a child's care is not your
 Facts & Chittenden. This decision was against the unanimous opinion of the 5 judges.

If a man is a child's care is not your
 the 5 judges were not unanimous in their
 under your supervision, a child's care is not your
 not. Dec. 3rd 85 This is a child's care is not your
 Facts & Chittenden. This decision was against the unanimous opinion of the 5 judges.

The man also may during conversion assign
her estate real with \pm consideration in the
of the court not aside & transfer for it is
a matter of this man is a local title not of the
court not aside & as local title local estate
assignment or a change in action for it is void
1 Hen 7. 18. 30 14. 39 2 Hen 7. 20 2 Hen 7. 20-21

The man may also assign his real estate
during conversion but it is not void in the estate
all else it is void in the man is not void in the man
man to assign him to protect & maintain a man
Londoner Bacon. 1 Hen 7. 20 14. 39 2 Hen 7. 20-21

Now in the man's wife, but the man
has inheritance except by a fine or a man's
man. & the man's man or wh. they may then do
it is a doctrine established 1 Hen 7. 20 14. 39 2 Hen 7. 20-21
Bacon 1 Hen 7. 20

On the other hand her inheritance may
be aliened by a joint deed of her & wife

And it is also if a husband & wife
81a for years or lives or a wife & her estate may
assign his estate in the fact determines 1 Hen 7. 20
3 Hen 7. 20 14. 39 2 Hen 7. 20 2 Hen 7. 20-21
to make a man for either 3 Hen 7. 20 or 2 Hen 7. 20
man. 1 Hen 7. 20 14. 39 2 Hen 7. 20 2 Hen 7. 20-21
Bacon 1 Hen 7. 20

...but it is no forfeiture if wife at her death
...as a grant for his life & her heirs it will
not endure even for his life for a wife may die
first & he not be entitled to custody
to L. 325 Bacon 3rd ed. And if after such a
grant is made under circumstances which entitle
him to custody nor his at L. 3. because
could not claim a forfeiture, because grant
not being originally a forfeiture it can never
become so

If a man dies leaving a wife his right
to her custody ceases entirely & she has that in fe-
rta in her own right but if she as a case may be
is entitled to custody i.e. if a married woman
born alive & habitable at her father's death she will have
an estate for her own life in a wife's reversion
L. 135. 52 Co L. 30 & 115 And she is entitled to
custody in a wife's estate of reversion etc. 59
Per M. 112. 115 In Garretts case the husband's custody
reversion having since Co L. 30 & 115

* But these are to be considered as a bar to her
but not her husband's custody unless she has more
nevertheless page not ok follows as far as # wh. was ac-
cidentally omitted by the printer

In some cases a number is written to the right of prob. of the number assigned as previous to marriage rate (25 N. 35-5 2 Dec 1894 1 Dec 49. 1894 2 Dec 34th in illustration

that not a line remains unscratched.

[illegible]

At E. S. a man is entitled at death to an in-
terment to be made in a burial place which
he has acquired somewhere & which is where he
w^{ould} ^{have} ^{might} have ^{been} buried: there is no law in the ^{of} ^{the} ^{law}
which is created by operation of L. Dec 129. 131 Lit
§ 33 & a man cannot by a L. by an act of his own over-
ride that power: the law giving a man a right
over his own & acquiring it by right of authority
over his own estate ^{could} has less right to over-
ride 49 & Dec 139. 140

In N. d. a. May's she may have her right an-
dles by jointing her in a line of carriage
during construction. In D. d. t. the bus. may have
her to his on the side.

There are cases in which a husband is com-
pelled to maintain a wife to live in a house he is compelled
to live in & do it. 3 P. 180 and 445 P. 12
77 3. 189 5 221 440 7 474 8 501

If any issue which wife might have had could
not have been a wife with me cannot have been
Lif 550 2 Dec 191 But to entitle a woman to dower she
must have been a actual wife of owner at time
of his death. Hence a divorce divorces out her
right to dower for her issue could not inherit. The
being illegitimated 5 609 8 1022 581 2 Dec 190

But a divorce a mensa et thoro does not
cut off right of dower because such a divorce does
not dissolve marriage. Bac abetor. & ~~17~~ 110/108
Enol. 403 9 Ec 14 to L. 31. 326 If a marriage has
been had while a man is under a disability and he
dies before a return, yet after the death dower has
been given marriage is not void but voidable Ec 139a
40 A female must be above 9 at husband's
death to have dower Lif 530 3 Dec 191 Ec 2. 33 1 Dec
175 Ec 2. 40a but she must be too old to be entitled to dower
or see next post 1/3 page 11

Shortly following of those cases are with its non-place *

Then can be no question of an estate in reversion
reversion meaning here is not needed 2 Dec 127
Lly 4 Ec 2. 211 since then a wife is considered must
have been actual. How if in common law
requirements for then are incapable of actual inheritance
in 1 Dec 130 Ec 299 2 Dec 127

The marriage to the father. Trusting must
 have been real & more mature bonding
 than before. For Feb 15 to 22. 1890. It is after 20
 a child who would have a little more of the
 mother's traits of very early in the life, as
 a result of the ^{original} ~~original~~ 1890 to 1900

The amount of 4.215, less the
 4.215, was a total of 4.215
 to be paid to the 4.215
 4.215, 4.215, 4.215, 4.215
 4.215, 4.215, 4.215, 4.215

[illegible]

Over m. - 1906. In max exercise as above
and a river was found near the top of the east side
of the river at the mouth. Being brownish on up to 34
ft L S. & 32-35 ft. 30-35 ft. 30-35 ft. 30-35 ft.
March 30 1897. But we have actually derived it by
moving to the top of the hill of the settlement & river
of extending a line or declining a rest.

1. It was anciently held in England an idiot might be-
ward but his will is not altered at marriage and he is
was not entitled to custody where wife was an idiot
to L. 21 2 DE 120 To settle marriage & marriage
must have been legal L. 4 Bul 198 23 & 125

The widow next to door is paramount to wife
as y. Her divorce, divorces (even marriages & divorce)
Marriages were made during marriage. The widow
next is in cont. paramount of wife & divorce, 2 Be 402
cc. 2. 31, 35-4004. 310049 Lubbock hills 102

[illegible]

in cont a wife is entitled to have an in-
alienable home, wh. husband cannot at a time
of his death merely alienate her share in
the real estate which her husband owned.
1 Real 59 "possession" in our St. has been construed
to mean "owned" & hence I follow it if when
was deemed a wife may have over if he owned
it at a time

By y Eng L. dower is forfeited by y man or
felony; now taken away by 14 years of delay
2 BE 190.6 For an attainted person had no heirs -
he could not inherit, & if there can be no heir then
can be no dower; there is no such law in this
country for Treason vs y U. S. according to y Consti-
tution of y U. S. "Const. U. S. art 3. 13

By y Eng L. she may forfeit her right in
determining y title deeds for y heir is at least that
is restricted during y detention 96 17.8 Plow 85
if to a writ of dower y heir pleads a detention of y title
deeds by force & fraud after she can never have
dower

A Gent in dower forfeits her life estate by
aliening y estate in fee or for a greater term y her
own life 2 BE 135. 7th 3 Bac. 230 Lit 5415. Co. L. 111 2 BE
474.5

She may also lose her right of dower by accept-
ing a jointure before marriage it is considered as
a substitute for dower 2 BE 197. 8 / But 179 By
Ly 35-8 2 Bac 140 3rd Dower 5

4
It is a rule of law by joining her husband in a re-
fine or suffering a recovery she loses her right of dower
she is bound by y record, it operates as a way of est-
to 3rd 10 Co 49 Bac abt 100 P

He is a man of a fine mind & does not lose
y^e interest of doves, unless he was y^e faculty
part of his mind. And in addition to his mind
is a most provision. But our H. man is not
in the married woman living absent from
her husband without his consent & will & part
where he shall live his own, & so he has
been raised in y^e clause

Paraphrase. A widow is entitled to paraphrase
nalia i.e. meeting over a dove, it consists of
nalia arbarei, being universal ornaments
in a qualified right

Prob. to not exclusively in a fine coat of arms
sole & separate use must be given to no form of
words is necessary. If y^e intention is to show that
we should so hold it to be a sole & separate use all
e.g. will be for it 30th 39th And in the case of in-
tention is intended not from terms of gift or
transfer but from a matter of fact by circum-
stances when it was given 13th 9th 30th
39th As if a husband's father would give a wife a
marriage settlement it would be intended to be
her sole & separate use & if a husband's father
gives a wife a house or a house it will in the case
be considered as a sole & separate use
use. But if a husband's father gives a wife a house
as a house & a house is considered as being a house
it may be subject to a husband's. But if given to be
divided & marriage to a woman is not considered
as a sole & separate use.

In cont. it would make no difference
whether of blood was by specialty, or simple last.
for a real estate is liable to both

If a settlement is made on a joint tenancy ^{before marriage} ex-
pressed to be in bar of all demands by husband's
estate bars all right to a second class to be made
after marriage if expressed to be in bar of all
of a third made before marriage 1 bar 49. 89 20th
24, 2

It has been held also that a husband's right
as devisee of lands was as good as his
here. have been taken by specialty creditors
with 422.905 12th 790 her right it is not being
inherent to devisees or legatees but it is
of date said to be doubtful as to devisees but
1.9. can see no room for doubt 3d 291, 422.3
1 bar 5. 2d 115441 2225 7 If a husband
wishes of a second sort of para. 4. widow a husband
but his estate has a right of redemption And
if there is a surplus of personalty after he has
of other debts he is entitled to it for a husband or re-
demption, to the exclusion of legatees even
3d 295 But if a husband's estate is made
the widow's right to claim more as more is claimed than
the husband's estate is worth If the husband's estate is
less than his after his death cannot claim more than his
estate is worth but he can never claim to a third part
if he has not assets to satisfy claim then he acquires his
claim as a claim against his estate In cont 1. 2. 3. 4. 5. 6. 7. 8. 9. 10. 11. 12. 13. 14. 15. 16. 17. 18. 19. 20. 21. 22. 23. 24. 25. 26. 27. 28. 29. 30. 31. 32. 33. 34. 35. 36. 37. 38. 39. 40. 41. 42. 43. 44. 45. 46. 47. 48. 49. 50. 51. 52. 53. 54. 55. 56. 57. 58. 59. 60. 61. 62. 63. 64. 65. 66. 67. 68. 69. 70. 71. 72. 73. 74. 75. 76. 77. 78. 79. 80. 81. 82. 83. 84. 85. 86. 87. 88. 89. 90. 91. 92. 93. 94. 95. 96. 97. 98. 99. 100. 101. 102. 103. 104. 105. 106. 107. 108. 109. 110. 111. 112. 113. 114. 115. 116. 117. 118. 119. 120. 121. 122. 123. 124. 125. 126. 127. 128. 129. 130. 131. 132. 133. 134. 135. 136. 137. 138. 139. 140. 141. 142. 143. 144. 145. 146. 147. 148. 149. 150. 151. 152. 153. 154. 155. 156. 157. 158. 159. 160. 161. 162. 163. 164. 165. 166. 167. 168. 169. 170. 171. 172. 173. 174. 175. 176. 177. 178. 179. 180. 181. 182. 183. 184. 185. 186. 187. 188. 189. 190. 191. 192. 193. 194. 195. 196. 197. 198. 199. 200. 201. 202. 203. 204. 205. 206. 207. 208. 209. 210. 211. 212. 213. 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2007. 2008. 2009. 2010. 2011. 2012. 2013. 2014. 2015. 2016. 2017. 2018. 2019. 2020. 2021. 2022. 2023. 2024. 2025. 2026. 2027. 2028. 2029. 2030. 2031. 2032. 2033. 2034. 2035. 2036. 2037. 2038. 2039. 2040. 2041. 2042. 2043. 2044. 2045. 2046. 2047. 2048. 2049. 2050. 2051. 2052. 2053. 2054. 2055. 2056. 2057. 2058. 2059. 2060. 2061. 2062. 2063. 2064. 2065. 2066. 2067. 2068. 2069. 2070. 2071. 2072. 2073. 2074. 2075. 2076. 2077. 2078. 2079. 2080. 2081. 2082. 2083. 2084. 2085. 2086. 2087. 2088. 2089. 2090. 2091. 2092. 2093. 2094. 2095. 2096. 2097. 2098. 2099. 2100. 2101. 2102. 2103. 2104. 2105. 2106. 2107. 2108. 2109. 2110. 2111. 2112. 2113. 2114. 2115. 2116. 2117. 2118. 2119. 2120. 2121. 2122. 2123. 2124. 2125. 2126. 2127. 2128. 2129. 2130. 2131. 2132. 2133. 2134. 2135. 2136. 2137. 2138. 2139. 2140. 2141. 2142. 2143. 2144. 2145. 2146. 2147. 2148. 2149. 2150. 2151. 2152. 2153. 2154. 2155. 2156. 2157. 2158. 2159. 2160. 2161. 2162.

of the husband's liability for the wife

She & he are jointly liable for her debts. I think
that B. Smith is for her creditors. The H. & W. are joint
during cohabitation for debts due from her while sole.
But his liability ceases while she is her debt, no less,
unless it has been recovered as if before her death.
H. & W. 1 Bl 443 exp. 122 79. R. 348 30 Nov 1860. But if
a man's wife is living it converts a debt due
from a wife into a joint debt. If the services before
a man before judgment obtained, & so on, not loose his
liability as long as she lives & assets by wife holder before
judgment to L 351 30. R. 409 R. 443 1 Bl 448 exp. 122

If he dies first & she survives she becomes sole
debtor unless judgment has been obtained agt H & W. & by
ex. of H is not liable. 3 Bl 409 15 R. 349. 50 Nov 1860
The principle of this liability is q. As she by marriage
loses much of her prop. she has no means left by wh.
to secure from arrest her imprisonment. Hence she cannot
in any civil action or criminal process or be in custody
or arrested alone unless arrested before the marriage
or discharged on Com. Bail. 1 S. R. 480 4 Bl 270 See 11
Bl 144 3 Bl 104 Com. B. 24 (y)

But this rule does not hold where she has been re-
admitted sole & survives remaining joint, in such case as
she was held to bail jointly, after she is if by her consent
discharge herself. She remains & freed. any husband is
her as a partner & sole liable is liable to H. alone & may be let
in & committed on H. alone. But in such case freed. or
by a mere fact of discharge. Ex. vs H. 2. 149 Ex. J. 328 3 Bl 414 exp.
122 1 Bl 314 Cas. 30 3 Dec 1770 1 Bl 315

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Leaving the woods, part of a named vine-
pains, or our railroad down a cut over a hill-
now ready to run. The river is not liable
for a name. For names are not memories. 11. Apr
1883 / Nov 350 in. & 11.2. Dec 283

21/ The H. thurmanii was a fine specimen. It was
an even-tempered animal, much more intelligent
than the others. It was particularly friendly to me, and
was very tame. It was very tame. It was very tame. It was very tame.
21/ The H. thurmanii was a fine specimen. It was
an even-tempered animal, much more intelligent
than the others. It was particularly friendly to me, and
was very tame. It was very tame. It was very tame. It was very tame.

And if it does turn & his wife were in
me is not entitled to crime no brother in law
free him from his liability for her necessities;
for we have an unwarranted no indebted
member & we have her age, credit for necessities
the L. name as in record + 1 Feb 18 55 p 14
210.6-124

He now lives with a woman who will
allow him to assume his name as he likes. He
is not happy so, he is liable for her nervousness
for he tells us out to world & at home; he is
entirely dependent on me not to deny it in his wife
Letter 11 Vol. 9, 56-38 - Bul N.P. 35 Op. C. H.
Vol 437 Sac au B. F.A.

But a wife & mother ~~ought~~ ^{must} have more. The Law
not made for her safety & comfort. See Let 41
But a wife & mother ^{must} have more. See Let 49 (Beckley's)

Ify B. & W. has been raised to the value of \$1000
has been maintained in its original condition
and is now in excellent condition. It is now in
the hands of the B. & W. Co. and is now in
the hands of the B. & W. Co. and is now in
the hands of the B. & W. Co. and is now in

Such a statement by a member of a corporation
has no credit at all, and no weight in a business
account. It will be credit must be based to
have been in an account. The statement is
not an account. It gives no reason for a month-
ly bill.

[illegible]

It can be seen, if it is suitable for the
 case, the necessary clearing on a different side of the
 N. 21° 378. Hill Post 32

You have provided however for me a more
 important & very useful note, which is very
 kind of me for credit of my mother's
 and discharge her. Nov. 5, 1844 find the
 note in a more manner than it is now credit
 with a good record of the same and more
 for history & business for record. It is now
 noted in L. B. 44. But I can not be right
 in the matter and arrive or of necessity
 in L. B. 44 & in 1844

1/2 H. from the distance in 2nd or 3rd course
 and round for the necessary 121 eyes, made the
 4th or 5th or 6th or 7th or 8th or 9th or 10th or 11th or 12th or 13th or 14th or 15th or 16th or 17th or 18th or 19th or 20th or 21th or 22th or 23th or 24th or 25th or 26th or 27th or 28th or 29th or 30th or 31th or 32th or 33th or 34th or 35th or 36th or 37th or 38th or 39th or 40th or 41th or 42th or 43th or 44th or 45th or 46th or 47th or 48th or 49th or 50th or 51th or 52th or 53th or 54th or 55th or 56th or 57th or 58th or 59th or 60th or 61th or 62th or 63th or 64th or 65th or 66th or 67th or 68th or 69th or 70th or 71th or 72th or 73th or 74th or 75th or 76th or 77th or 78th or 79th or 80th or 81th or 82th or 83th or 84th or 85th or 86th or 87th or 88th or 89th or 90th or 91th or 92th or 93th or 94th or 95th or 96th or 97th or 98th or 99th or 100th or 101th or 102th or 103th or 104th or 105th or 106th or 107th or 108th or 109th or 110th or 111th or 112th or 113th or 114th or 115th or 116th or 117th or 118th or 119th or 120th or 121th or 122th or 123th or 124th or 125th or 126th or 127th or 128th or 129th or 130th or 131th or 132th or 133th or 134th or 135th or 136th or 137th or 138th or 139th or 140th or 141th or 142th or 143th or 144th or 145th or 146th or 147th or 148th or 149th or 150th or 151th or 152th or 153th or 154th or 155th or 156th or 157th or 158th or 159th or 160th or 161th or 162th or 163th or 164th or 165th or 166th or 167th or 168th or 169th or 170th or 171th or 172th or 173th or 174th or 175th or 176th or 177th or 178th or 179th or 180th or 181th or 182th or 183th or 184th or 185th or 186th or 187th or 188th or 189th or 190th or 191th or 192th or 193th or 194th or 195th or 196th or 197th or 198th or 199th or 200th or 201th or 202th or 203th or 204th or 205th or 206th or 207th or 208th or 209th or 210th or 211th or 212th or 213th or 214th or 215th or 216th or 217th or 218th or 219th or 220th or 221th or 222th or 223th or 224th or 225th or 226th or 227th or 228th or 229th or 230th or 231th or 232th or 233th or 234th or 235th or 236th or 237th or 238th or 239th or 240th or 241th or 242th or 243th or 244th or 245th or 246th or 247th or 248th or 249th or 250th or 251th or 252th or 253th or 254th or 255th or 256th or 257th or 258th or 259th or 260th or 261th or 262th or 263th or 264th or 265th or 266th or 267th or 268th or 269th or 270th or 271th or 272th or 273th or 274th or 275th or 276th or 277th or 278th or 279th or 280th or 281th or 282th or 283th or 284th or 285th or 286th or 287th or 288th or 289th or 290th or 291th or 292th or 293th or 294th or 295th or 296th or 297th or 298th or 299th or 300th or 301th or 302th or 303th or 304th or 305th or 306th or 307th or 308th or 309th or 310th or 311th or 312th or 313th or 314th or 315th or 316th or 317th or 318th or 319th or 320th or 321th or 322th or 323th or 324th or 325th or 326th or 327th or 328th or 329th or 330th or 331th or 332th or 333th or 334th or 335th or 336th or 337th or 338th or 339th or 340th or 341th or 342th or 343th or 344th or 345th or 346th or 347th or 348th or 349

For money lent to wife & her is not strictly repaid
except what was lent as money is expended in purchase
of necessaries & the only in that the there is great dan-
ger of misapplication of money. But in the case of
be liable to creditors is not according to law & is un-
lawful. And that will cause in favor of the lender
only to be lent only necessaries but cannot otherwise
be lent as lender is not to be responsible for
repaid. This is a rule with money - infant
Sal 297. 98. P. M. 489 Br. Pl 502.

The hus. to discharge himself must when he is separated and a maintenance is allowed pay $\frac{1}{2}$ settlement according to usage in N. M. D. 48

How far is the harbor from here or is
 how is it?

The pen. will fly to L. with a sign and make
known as her book will be sent, Bl. 62. Bl. 441
Bl. 441 Because no sign will be in her
in 1st ed. Richard. Bon^I and L. was a para. cl. at
the arrival of one of her books as a book - in 1st ed.
it is possible it will be discontinued from all
editions. And, 2^d ed. has a sign to be sent and in
the new book to be sent in - this new edition
is signed L^g and will be sent to her book. It is not
to be 1st ed. and it might be invaded. Still, it is
in it is all her book and it is under a cover in 1st ed.

The electrical system on the boat is a basic 12 volt system.

19. The first of the two main results of the paper is the following theorem.

$\frac{1}{\sqrt{2}} \begin{pmatrix} 1 & -i \\ 0 & 1 \end{pmatrix}$

There are certain things void; there are
are a few exceptions which are only voidable. (Rev.
C. 20 7 2 P. 104 2 P. 143). But there is void
entirely of no possible ratification yet if a person
must make a deed & deliver it during his life
and after his death if his will is made
it will be valid; but it does not validate
a deed delivered, but it operates from the moment
of delivery and may be made. (C. 20 4 10 10
It does not vest in the relation. This surviving
provision is not executed.

There are but voidable & will admit of
confirmation after a death for a purpose of pro-
moting a marriage. (C. 20 3 C. 20 2 775 2 P. 107
2 P. 478). And if a person is a child who has
been for life or for years or years after his death
the law ratifies it & saves 180. m. 9 (C. 20 5 53 1 Feb 25
Jan. 48).

But when a deed is made of an estate which
is not validated in life & the maker cannot so well
as ratify it after death as to his estate either
made or made or made after. (Feb 25 C. 20
2 P. 478 1 Jan 191). And if after his death he
has ratified his deed he has been bound to go to court
to ratify it for ratification - validates a contract
in life. (C. 20 5 53 1 Jan 1809 1 Feb 1843).

If a deed is made to the wife and it
after her death is liable to a much more as she will
not be for collateral acts, nor a charge, nor
in life. (C. 20 5 53 1 Jan 1809 1 Feb 1843).

If a bill is given to H. L. M. in an act, it
and the other to accept it & then it goes to his rep.
as it goes to the H. L. alone. 1202 340 can. L. B. L. S.
R. Seed 61

H. L. M. are made tenants in the land
assigned to a purchase or gift after is made.
L. M. state will even as if made to H. L. M. for
by a receiver it is received as to her at the
B. L. 25-8 1202 340 can. L. B. L. S. R.

But if it is given to a bare receiver
and not to her assignor must be a matter of
record, but it must be a matter of record
that her acceptance may in any other act
(B. L. 20) as by receiving must

If an act is limited to H. L. M. in a first
person, a H. L. M. takes out one more of the first
person or other; if it is in consequence of a second uni-
ty it is B. L. 20, 30, 40, 50, 60, 70, 80, 90, 100

If an act is carried to H. L. M. by a receiver
as below shows and one of the tenants the H. L. M.
are not strictly tenants they have even more
they are some thing more of tenants; they
are called quasi tenants. And if this
act will in any part 5 J. R. 654 Col. 107, 110
960 140 2. 100 110

So at 1. If now it is banished a new objection
 is raised. He is married & may act as a female relative
 he is regarded as civiliter mortuus. So he is
 dead, is transcribed or is an alien enemy. 173. 277
 L. R. 147 1 B & P 357 1 H. B. 345 240. 104 Jul 1, 18, 1845. 2 32?
 231 1 Dec. 109. 350 Nov on Conts 75-77

He may well be said, & be imputed to
 married here as a female sole. For in this instance
 is no rapit-nara for treating her as a female act
 as a male & as a civil or a marital death
 as capacity to act for herself is deemed necessary
 for her own convenience & to prevent her from mis-
 applying the same to the use of her married name at home
 1 Nov 556

The rule is held to be the same in case of
 a female who is a female and who is a female and who
 2 B. 554. 557 1 B. 1357 1 M. R. 80 2 B. 2037 1 East 704n
Garrison vs L. R. before L. R. But in case of Corvitt
vs Pollock has been the last test in it was held
 that it is not necessary to have a return was
 made as was not so. was leave at L. L. to extend
of her Cont. 1. 7. 2. 5 Overruled 2 B. R. 1079. 1. 45
En. R. 55 2 B. R. 45. 55 4 J. R. 765 5. 552 5. 555 (5 J. R. 545)
Marshall & M. R. 3. 1. 37 The case of Barren vs
Brown a married woman was held at L. L. and held
 for necessaries to a woman living in a man's
 house & liable. Nov 6 70. 80. 10 each B. L. 24. 15 L. R.
L. R. R. R. case The same act was held liable
 for necessaries the woman was without husband
 Nov 6 75 En. R. 125 1 B. R. 355- There were cases
 have all been overruled Mar. 30 1842 10 East 671 10 East 58
 12. 545 740 10 445 5. 110 729-30. 3 B. R. 291. 1 East 297.

Hence in all each of these cases, wife
is liable only in Equity and acts not in person
but in rem. And a wife cannot bind herself
at law even so necessarily in a case of reserva-
tion of separate maintenance, as her real prop.
is not bound in this case, even in Eq. unless there
be an express contract or assent to bind the prop. See 57
Bro. C. 272 N. R. 109

But an reservee holds her prop. as her own & has
the same powers as a husband has in Eq. to dis-
pose of her personal property but not at law
10-2 Bro. C. 201 And a decree in such cases is made
in person but only in rem. Therefore in these
cases of reservation of separate maintenance in a
rem. is subject to the same exceptions as to the
is a wife's property, for a wife, e.g. can give relief
without distinction on privilege of marriage
N. R. 57 N. 547 N. R. 183

But in a married woman owing separate
prop. her husband with a separate maintenance
cannot bind her or her estate for her contracts either
at law or equity 47 N. R. 200 57 N. R. 2082 "page" 23

But is a married woman supposed to have an
 affair, receiving the income for it. The woman covers
 at one time during her career about it is truly
 mysterious, she is secret it after death by telling
 no party is not eternal. The woman is a woman
 1 to 74.5 10000 1 1/2 to 300 2 1/2 to 350 3 1/2 to 400 4 1/2 to 450 5 1/2 to 500 6 1/2 to 550 7 1/2 to 600 8 1/2 to 650 9 1/2 to 700 10 to 750 11 to 800 12 to 850 13 to 900 14 to 950 15 to 1000 16 to 1050 17 to 1100 18 to 1150 19 to 1200 20 to 1250 21 to 1300 22 to 1350 23 to 1400 24 to 1450 25 to 1500 26 to 1550 27 to 1600 28 to 1650 29 to 1700 30 to 1750 31 to 1800 32 to 1850 33 to 1900 34 to 1950 35 to 2000 36 to 2050 37 to 2100 38 to 2150 39 to 2200 40 to 2250 41 to 2300 42 to 2350 43 to 2400 44 to 2450 45 to 2500 46 to 2550 47 to 2600 48 to 2650 49 to 2700 50 to 2750 51 to 2800 52 to 2850 53 to 2900 54 to 2950 55 to 3000 56 to 3050 57 to 3100 58 to 3150 59 to 3200 60 to 3250 61 to 3300 62 to 3350 63 to 3400 64 to 3450 65 to 3500 66 to 3550 67 to 3600 68 to 3650 69 to 3700 70 to 3750 71 to 3800 72 to 3850 73 to 3900 74 to 3950 75 to 4000 76 to 4050 77 to 4100 78 to 4150 79 to 4200 80 to 4250 81 to 4300 82 to 4350 83 to 4400 84 to 4450 85 to 4500 86 to 4550 87 to 4600 88 to 4650 89 to 4700 90 to 4750 91 to 4800 92 to 4850 93 to 4900 94 to 4950 95 to 5000 96 to 5050 97 to 5100 98 to 5150 99 to 5200 100 to 5250 101 to 5300 102 to 5350 103 to 5400 104 to 5450 105 to 5500 106 to 5550 107 to 5600 108 to 5650 109 to 5700 110 to 5750 111 to 5800 112 to 5850 113 to 5900 114 to 5950 115 to 6000 116 to 6050 117 to 6100 118 to 6150 119 to 6200 120 to 6250 121 to 6300 122 to 6350 123 to 6400 124 to 6450 125 to 6500 126 to 6550 127 to 6600 128 to 6650 129 to 6700 130 to 6750 131 to 6800 132 to 6850 133 to 6900 134 to 6950 135 to 7000 136 to 7050 137 to 7100 138 to 7150 139 to 7200 140 to 7250 141 to 7300 142 to 7350 143 to 7400 144 to 7450 145 to 7500 146 to 7550 147 to 7600 148 to 7650 149 to 7700 150 to 7750 151 to 7800 152 to 7850 153 to 7900 154 to 7950 155 to 8000 156 to 8050 157 to 8100 158 to 8150 159 to 8200 160 to 8250 161 to 8300 162 to 8350 163 to 8400 164 to 8450 165 to 8500 166 to 8550 167 to 8600 168 to 8650 169 to 8700 170 to 8750 171 to 8800 172 to 8850 173 to 8900 174 to 8950 175 to 9000 176 to 9050 177 to 9100 178 to 9150 179 to 9200 180 to 9250 181 to 9300 182 to 9350 183 to 9400 184 to 9450 185 to 9500 186 to 9550 187 to 9600 188 to 9650 189 to 9700 190 to 9750 191 to 9800 192 to 9850 193 to 9900 194 to 9950 195 to 10000 196 to 10050 197 to 10100 198 to 10150 199 to 10200 200 to 10250 201 to 10300 202 to 10350 203 to 10400 204 to 10450 205 to 10500 206 to 10550 207 to 10600 208 to 10650 209 to 10700 210 to 10750 211 to 10800 212 to 10850 213 to 10900 214 to 10950 215 to 11000 216 to 11050 217 to 11100 218 to 11150 219 to 11200 220 to 11250 221 to 11300 222 to 11350 223 to 11400 224 to 11450 225 to 11500 226 to 11550 227 to 11600 228 to 11650 229 to 11700 230 to 11750 231 to 11800 232 to 11850 233 to 11900 234 to 11950 235 to 12000 236 to 12050 237 to 12100 238 to 12150 239 to 12200 240 to 12250 241 to 12300 242 to 12350 243 to 12400 244 to 12450 245 to 12500 246 to 12550 247 to 12600 248 to 12650 249 to 12700 250 to 12750 251 to 12800 252 to 12850 253 to 12900 254 to 12950 255 to 13000 256 to 13050 257 to 13100 258 to 13150 259 to 13200 260 to 13250 261 to 13300 262 to 13350 263 to 13400 264 to 13450 265 to 13500 266 to 13550 267 to 13600 268 to 13650 269 to 13700 270 to 13750 271 to 13800 272 to 13850 273 to 13900 274 to 13950 275 to 14000 276 to 14050 277 to 14100 278 to 14150 279 to 14200 280 to 14250 281 to 14300 282 to 14350 283 to 14400 284 to 14450 285 to 14500 286 to 14550 287 to 14600 288 to 14650 289 to 14700 290 to 14750 291 to 14800 292 to 14850 293 to 14900 294 to 14950 295 to 15000 296 to 15050 297 to 15100 298 to 15150 299 to 15200 300 to 15250 301 to 15300 302 to 15350 303 to 15400 304 to 15450 305 to 15500 306 to 15550 307 to 15600 308 to 15650 309 to 15700 310 to 15750 311 to 15800 312 to 15850 313 to 15900 314 to 15950 315 to 16000 316 to 16050 317 to 16100 318 to 16150 319 to 16200 320 to 16250 321 to 16300 322 to 16350 323 to 16400 324 to 16450 325 to 16500 326 to 16550 327 to 16600 328 to 16650 329 to 16700 330 to 16750 331 to 16800 332 to 16850 333 to 16900 334 to 16950 335 to 17000 336 to 17050 337 to 17100 338 to 17150 339 to 17200 340 to 17250 341 to 17300 342 to 17350 343 to 17400 344 to 17450 345 to 17500 346 to 17550 347 to 17600 348 to 17650 349 to 17700 350 to 17750 351 to 17800 352 to 17850 353 to 17900 354 to 17950 355 to 18000 356 to 18050 357 to 18100 358 to 18150 359 to 18200 360 to 18250 361 to 18300 362 to 18350 363 to 18400 364 to 18450 365 to 18500 366 to 18550 367 to 18600 368 to 18650 369 to 18700 370 to 18750 371 to 18800 372 to 18850 373 to 18900 374 to 18950 375 to 19000 376 to 19050 377 to 19100 378 to 19150 379 to 19200 380 to 19250 381 to 19300 382 to 19350 383 to 19400 384 to 19450 385 to 19500 386 to 19550 387 to 19600 388 to 19650 389 to 19700 390 to 1975

Some have doubted whether the can bird herself
 & exact by a line but observations are generally, she
 can as well by one as another. 13th Nov 1880 L 1280
 14th Dec. 341 L In the morning this bird arrived in a partic-
 ular commotion after a death in its family, it was
 warmly by wh. the bird herself to depend on little
 15th 485 7th Dec 43 L & 4th Jan 1881 in, line &
 nearness it bird, but at night 10th 49 10th Dec 302 2nd
 395

These two methods are equally convenient to the
at L.L. a same lot could at L.L. attain the same
itance or work. it could be done out it may never
be done by making a Power over an use ~~in~~ ^{as a} ~~in~~ ^{as a}
or by declaring a trust in Eq. 25. R 505 1 By creating
upover over an use $2y^2$ is effectual both at L.L. in Equity
2. By a declaration of trust but $1y^2$ better moves effect
ual and by in Eq. 15ab 200 For £ 150 22 or 190.18 For £ 150
150 103 150

But neither of these cases does she as yet regard it unwarrantable, inasmuch as proceeding on the face of it is a consequence by her of another principle that is merely & executive of a naked power.

[illegible]

But we cannot increase them & derive
out the same return a man would use by a more
useful and the laborer will. Then an amount
must be reserved. And retirement may be
made during our life. He may do so same then
in the business of trust and a fine will carry him
out to trust a trust for his retirement use and
like. Furthermore to see how as the need by
a retire in nature of a dividend appoint. This
is a declaration of a trust. Page 150, 165 15. 2. 045

[illegible]

It has not may in 1848 as was reported by
her brother under an agreement by which she
may retain it all if she wishes. Her sister
was to her said report ^{was} \$4000 - Dec 1 1848 & 1849

And he may exhibit a power to convey
 ideas, both on another human without any idea in
 Person. Raven 31.2 Aug 80 - 11.15. 19 Dec. 279. 13. 2. 82

But where the water is abundant, it is not
 necessary to collect water in a cistern, and
 a cistern by raising a quantity of water to a
 certain height, and then letting it fall

4. In fact, I have a reference to the possibility
of a similar case in the world and it is not
impossible that there is a reason to have a
change of position. I am now a face under
mountain, with my Rev 423, 424, 82, but I'm
not many or a selection. I am compelled to buy of
the Rev. 5. 5.

16. Same boat as it drove in on 4-2
Winds 32 Hrs. 8 in extreme red sea. 14 Hrs. 8. 2nd. 2nd.
was no more extreme in 3rd. 54.6 140.5 100
4th. 21.6 100. 22.5 2nd. 2 2nd. 557.

[illegible]

P. var. annulus is ext. some time ago. It is fine
not most diverse and not extensive in gen. Last
year 1880, 1881. But a new species found in 1882. It is
more or less intermediate between *annulus* and *luteus*.
It is common. But since the separation have
another form in the same ext. most diverse in
near to the

But when we get to the same cut again, we have
a well of pure water, and never except in the old horse trough
given to us by the same. We are 2 Be 408 405 2 East 552
for 500 cro 6. 978. And 16. But we have vegetation
very poor, better in some than in others, as being an ex-
posed side of the mountain, 2 Be 408. 2 East 552. But
then there is yet a fine lot of old water, and it
may appear as an ex- of itself, but this is more
or less existing a river. Some 2 ex- well known
have given it the God 10. 20

[illegible]

For y^e 4th amount he y^e refers request at bro. 2^d.
manuscript to be after find it will not be avail
even if the manuscript. For y^e 4th have no right to
to have over the 2^d bro. amount of the 2^d and the 3^d amount
1852 + 502

If you will make a call upon me
in my library before 4 p.m. I will be glad to
show you the collection, & if all must be so late
as the day after tomorrow, I shall be glad to
see you at 10 P.M. or 4.00 to 6.00. Yrs. J.B.C.

But if he receives the loan of £20. whether or will, will
 receive is not matter. But it will show to J. H. & Son, & Co.
 that it will not cost J. H. & Son 589. There is 381. 2. 36. 409 then
 but for £27.3 J. H. can receive no residue this season
 why it should not be "more" 185

it does not require any special authority, as an authority without an interest, and a power to carry out a direction may not be another with an interest. He is in a case where agent is L. H. C. and that L. H. C. is L. H. C. 132, 133, 134, 135, 136, 137, 138, 139, 140, 141, 142, 143, 144, 145, 146, 147, 148, 149, 150, 151, 152, 153, 154, 155, 156, 157, 158, 159, 160, 161, 162, 163, 164, 165, 166, 167, 168, 169, 170, 171, 172, 173, 174, 175, 176, 177, 178, 179, 180, 181, 182, 183, 184, 185, 186, 187, 188, 189, 190, 191, 192, 193, 194, 195, 196, 197, 198, 199, 200, 201, 202, 203, 204, 205, 206, 207, 208, 209, 210, 211, 212, 213, 214, 215, 216, 217, 218, 219, 220, 221, 222, 223, 224, 225, 226, 227, 228, 229, 230, 231, 232, 233, 234, 235, 236, 237, 238, 239, 240, 241, 242, 243, 244, 245, 246, 247, 248, 249, 250, 251, 252, 253, 254, 255, 256, 257, 258, 259, 260, 261, 262, 263, 264, 265, 266, 267, 268, 269, 270, 271, 272, 273, 274, 275, 276, 277, 278, 279, 280, 281, 282, 283, 284, 285, 286, 287, 288, 289, 290, 291, 292, 293, 294, 295, 296, 297, 298, 299, 300, 301, 302, 303, 304, 305, 306, 307, 308, 309, 310, 311, 312, 313, 314, 315, 316, 317, 318, 319, 320, 321, 322, 323, 324, 325, 326, 327, 328, 329, 330, 331, 332, 333, 334, 335, 336, 337, 338, 339, 340, 341, 342, 343, 344, 345, 346, 347, 348, 349, 350, 351, 352, 353, 354, 355, 356, 357, 358, 359, 360, 361, 362, 363, 364, 365, 366, 367, 368, 369, 370, 371, 372, 373, 374, 375, 376, 377, 378, 379, 380, 381, 382, 383, 384, 385, 386, 387, 388, 389, 390, 391, 392, 393, 394, 395, 396, 397, 398, 399, 400, 401, 402, 403, 404, 405, 406, 407, 408, 409, 410, 411, 412, 413, 414, 415, 416, 417, 418, 419, 420, 421, 422, 423, 424, 425, 426, 427, 428, 429, 430, 431, 432, 433, 434, 435, 436, 437, 438, 439, 440, 441, 442, 443, 444, 445, 446, 447, 448, 449, 450, 451, 452, 453, 454, 455, 456, 457, 458, 459, 460, 461, 462, 463, 464, 465, 466, 467, 468, 469, 470, 471, 472, 473, 474, 475, 476, 477, 478, 479, 480, 481, 482, 483, 484, 485, 486, 487, 488, 489, 490, 491, 492, 493, 494, 495, 496, 497, 498, 499, 500, 501, 502, 503, 504, 505, 506, 507, 508, 509, 510, 511, 512, 513, 514, 515, 516, 517, 518, 519, 520, 521, 522, 523, 524, 525, 526, 527, 528, 529, 530, 531, 532, 533, 534, 535, 536, 537, 538, 539, 540, 541, 542, 543, 544, 545, 546, 547, 548, 549, 550, 551, 552, 553, 554, 555, 556, 557, 558, 559, 560, 561, 562, 563, 564, 565, 566, 567, 568, 569, 570, 571, 572, 573, 574, 575, 576, 577, 578, 579, 580, 581, 582, 583, 584, 585, 586, 587, 588, 589, 590, 591, 592, 593, 594, 595, 596, 597, 598, 599, 600, 601, 602, 603, 604, 605, 606, 607, 608, 609, 610, 611, 612, 613, 614, 615, 616, 617, 618, 619, 620, 621, 622, 623, 624, 625, 626, 627, 628, 629, 630, 631, 632, 633, 634, 635, 636, 637, 638, 639, 640, 641, 642, 643, 644, 645, 646, 647, 648, 649, 650, 651, 652, 653, 654, 655, 656, 657, 658, 659, 660, 661, 662, 663, 664, 665, 666, 667, 668, 669, 670, 671, 672, 673, 674, 675, 676, 677, 678, 679, 680, 681, 682, 683, 684, 685, 686, 687, 688, 689, 690, 691, 692, 693, 694, 695, 696, 697, 698, 699, 700, 701, 702, 703, 704, 705, 706, 707, 708, 709, 710, 711, 712, 713, 714, 715, 716, 717, 718, 719, 720, 721, 722, 723, 724, 725, 726, 727, 728, 729, 730, 731, 732, 733, 734, 735, 736, 737, 738, 739, 740, 741, 742, 743, 744, 745, 746, 747, 748, 749, 750, 751, 752, 753, 754, 755, 756, 757, 758, 759, 760, 761, 762, 763, 764, 765, 766, 767, 768, 769, 770, 771, 772, 773, 774, 775, 776, 777, 778, 779, 780, 781, 782, 783, 784, 785, 786, 787, 788, 789, 790, 791, 792, 793, 794, 795, 796, 797, 798, 799, 800, 801, 802, 803, 804, 805, 806, 807, 808, 809, 810, 811, 812, 813, 814, 815, 816, 817, 818, 819, 820, 821, 822, 823, 824, 825, 826, 827, 828, 829, 830, 831, 832, 833, 834, 835, 836, 837, 838, 839, 840, 841, 842, 843, 844, 845, 846, 847, 848, 849, 850, 851, 852, 853, 854, 855, 856, 857, 858, 859, 860, 861, 862, 863, 864, 865, 866, 867, 868, 869, 870, 871, 872, 873, 874, 875, 876, 877, 878, 879, 880, 881, 882, 883, 884, 885, 886, 887, 888, 889, 890, 891, 892, 893, 894, 895, 896, 897, 898, 899, 900, 901, 902, 903, 904, 905, 906, 907, 908, 909, 910, 911, 912, 913, 914, 915, 916, 917, 918, 919, 920, 921, 922, 923, 924, 925, 926, 927, 928, 929, 930, 931, 932, 933, 934, 935, 936, 937, 938

Since it is now done out of the
 common law course, it is a manifest
 to a married woman she power to convey to another
 the same estate, & never it would be a
 in interest, or cannot be done. B.L. 7/42
 But that if a woman had not derived her title
 from her husband, or could derive it by making
 a trust or a conveyance, a power over her will

Agreement between H. & W.

It is a well known rule on a L. 2. of all contracts
 made before the void L. 2. that those made in
 the before marriage are binding. Mass. v.
 H. 11. 224 L. 2. 55 B.L. 114. For a local
 estate of a L. 2. is merged in a fee simple.

But if the woman runs to a L. 2. but is com-
 mitted to a lunatic, and is then released, and
 a writ would be in a sane person. Hence no
 man can be a woman but if there could be a
 action & recovery between them & recovery
 would be almost every instance. Lunaticism is a
 temporary suspension to a sane prob. L.

1. The policy of L. 2. does not favor a suit be-
 tween H. & W.

Hence it follows that ^{with the} ~~if~~ ^{the} action is an action
 between ex or adm^r & ~~the~~ ^{the} action is dis-
 ed & H. 224. The right action is dis-
 L. 2. it is a ~~well~~ ^{well} taken in ex & adm^r by
 the ~~well~~ ^{well} ~~action~~ ^{action} to an immediate dis-
~~mission~~ ^{dismissal} ~~of~~ ^{of} the action & the

But a L.L. note sent, made during our entire residence
in person, is valid, & L.L. does not receive any
more in, & will hold person's book, & is not to be L.L.
of 1835, 335, 345, 355, 365, 375, 385, 395, 405, 415, 425, 435, 445, 455, 465, 475, 485, 495, 505, 515, 525, 535, 545, 555, 565, 575, 585, 595, 605, 615, 625, 635, 645, 655, 665, 675, 685, 695, 705, 715, 725, 735, 745, 755, 765, 775, 785, 795, 805, 815, 825, 835, 845, 855, 865, 875, 885, 895, 905, 915, 925, 935, 945, 955, 965, 975, 985, 995, 1005, 1015, 1025, 1035, 1045, 1055, 1065, 1075, 1085, 1095, 1105, 1115, 1125, 1135, 1145, 1155, 1165, 1175, 1185, 1195, 1205, 1215, 1225, 1235, 1245, 1255, 1265, 1275, 1285, 1295, 1305, 1315, 1325, 1335, 1345, 1355, 1365, 1375, 1385, 1395, 1405, 1415, 1425, 1435, 1445, 1455, 1465, 1475, 1485, 1495, 1505, 1515, 1525, 1535, 1545, 1555, 1565, 1575, 1585, 1595, 1605, 1615, 1625, 1635, 1645, 1655, 1665, 1675, 1685, 1695, 1705, 1715, 1725, 1735, 1745, 1755, 1765, 1775, 1785, 1795, 1805, 1815, 1825, 1835, 1845, 1855, 1865, 1875, 1885, 1895, 1905, 1915, 1925, 1935, 1945, 1955, 1965, 1975, 1985, 1995, 2005, 2015, 2025, 2035, 2045, 2055, 2065, 2075, 2085, 2095, 2105, 2115, 2125, 2135, 2145, 2155, 2165, 2175, 2185, 2195, 2205, 2215, 2225, 2235, 2245, 2255, 2265, 2275, 2285, 2295, 2305, 2315, 2325, 2335, 2345, 2355, 2365, 2375, 2385, 2395, 2405, 2415, 2425, 2435, 2445, 2455, 2465, 2475, 2485, 2495, 2505, 2515, 2525, 2535, 2545, 2555, 2565, 2575, 2585, 2595, 2605, 2615, 2625, 2635, 2645, 2655, 2665, 2675, 2685, 2695, 2705, 2715, 2725, 2735, 2745, 2755, 2765, 2775, 2785, 2795, 2805, 2815, 2825, 2835, 2845, 2855, 2865, 2875, 2885, 2895, 2905, 2915, 2925, 2935, 2945, 2955, 2965, 2975, 2985, 2995, 3005, 3015, 3025, 3035, 3045, 3055, 3065, 3075, 3085, 3095, 3105, 3115, 3125, 3135, 3145, 3155, 3165, 3175, 3185, 3195, 3205, 3215, 3225, 3235, 3245, 3255, 3265, 3275, 3285, 3295, 3305, 3315, 3325, 3335, 3345, 3355, 3365, 3375, 3385, 3395, 3405, 3415, 3425, 3435, 3445, 3455, 3465, 3475, 3485, 3495, 3505, 3515, 3525, 3535, 3545, 3555, 3565, 3575, 3585, 3595, 3605, 3615, 3625, 3635, 3645, 3655, 3665, 3675, 3685, 3695, 3705, 3715, 3725, 3735, 3745, 3755, 3765, 3775, 3785, 3795, 3805, 3815, 3825, 3835, 3845, 3855, 3865, 3875, 3885, 3895, 3905, 3915, 3925, 3935, 3945, 3955, 3965, 3975, 3985, 3995, 4005, 4015, 4025, 4035, 4045, 4055, 4065, 4075, 4085, 4095, 4105, 4115, 4125, 4135, 4145, 4155, 4165, 4175, 4185, 4195, 4205, 4215, 4225, 4235, 4245, 4255, 4265, 4275, 4285, 4295, 4305, 4315, 4325, 4335, 4345, 4355, 4365, 4375, 4385, 4395, 4405, 4415, 4425, 4435, 4445, 4455, 4465, 4475, 4485, 4495, 4505, 4515, 4525, 4535, 4545, 4555, 4565, 4575, 4585, 4595, 4605, 4615, 4625, 4635, 4645, 4655, 4665, 4675, 4685, 4695, 4705, 4715, 4725, 4735, 4745, 4755, 4765, 4775, 4785, 4795, 4805, 4815, 4825, 4835, 4845, 4855, 4865, 4875, 4885, 4895, 4905, 4915, 4925, 4935, 4945, 4955, 4965, 4975, 4985, 4995, 5005, 5015, 5025, 5035, 5045, 5055, 5065, 5075, 5085, 5095, 5105, 5115, 5125, 5135, 5145, 5155, 5165, 5175, 5185, 5195, 5205, 5215, 5225, 5235, 5245, 5255, 5265, 5275, 5285, 5295, 5305, 5315, 5325, 5335, 5345, 5355, 5365, 5375, 5385, 5395, 5405, 5415, 5425, 5435, 5445, 5455, 5465, 5475, 5485, 5495, 5505, 5515, 5525, 5535, 5545, 5555, 5565, 5575, 5585, 5595, 5605, 5615, 5625, 5635, 5645, 5655, 5665, 5675, 5685, 5695, 5705, 5715, 5725, 5735, 5745, 5755, 5765, 5775, 5785, 5795, 5805, 5815, 5825, 5835, 5845, 5855, 5865, 5875, 5885, 5895, 5905, 5915, 5925, 5935, 5945, 5955, 5965, 5975, 5985, 5995, 6005, 6015, 6025, 6035, 6045, 6055, 6065, 6075, 6085, 6095, 6105, 6115, 6125, 6135, 6145, 6155, 6165, 6175, 6185, 6195, 6205, 6215, 6225, 6235, 6245, 6255, 6265, 6275, 6285, 6295, 6305, 6315, 6325, 6335, 6345, 6355, 6365, 6375, 6385, 6395, 6405, 6415, 6425, 6435, 6445, 6455, 6465, 6475, 6485, 6495, 6505, 6515, 6525, 6535, 6545, 6555, 6565, 6575, 6585, 6595, 6605, 6615, 6625, 6635, 6645, 6655, 6665, 6675, 6685, 6695, 6705, 6715, 6725, 6735, 6745, 6755, 6765, 6775, 6785, 6795, 6805, 6815, 6825, 6835, 6845, 6855, 6865, 6875, 6885, 6895, 6905, 6915, 6925, 6935, 6945, 6955, 6965, 6975, 6985, 6995, 7005, 7015, 7025, 7035, 7045, 7055, 7065, 7075, 7085, 7095, 7105, 7115, 7125, 7135, 7145, 7155

It is now settled in ca. that the wife must have been
convinced to her sole use during adventure by 4 hrs.
2 such more? are (indirect) Be 44 with 170
18.11.515 1 from 6.94.5 1 Bro. Ch. 15 5 Bro. J. C. 15.2 1 Cor 153
517 from 5.10.1 without y intervention of timber) 3 with 72
has 44.9 (Berin 151 44.20, from 90-1.10-2 Mass 108

A marriage of real blood. to a Hindu man
for y use of y wife was good at L. before y. before y.
y master was bound to take y wife of beneficial
interest in Eq. 2 Bl. 337. 332. 3 46. 20. Co. L. 3a. x1. 112
1 Bl. 100. 7 But since y. 11th 2nd rule is of course re-
pealed for y legal title is vested in a stranger
use, i.e. would be y same use as a conveyance di-
rectly to y wife. wh. could not be

to her a man has been advised to live a man
the result of a wife's duty to her man. Can a man
be forced to live in a man. P. 114 and 92
And in 17th cases the man may be a man. by his man
friend, in 17th 12478. But in 1445 Eq. ca. 150 271. 11. 173. 175
174 and 87. 40

It seems also if a donation man is caused
from a man directly to a wife in a man at Law
it is in effect testamentary the delivery during
his life 174441 Co. L. 9a. m. 1

If a court with a W. not to be intermeddled
with a man is established from a man to a man
the man's present man by an injunction 154. 11
334. 341-351 2 Bro. Ch. 377

Articles of agreement between a man and a man
separate are enforceable both in Eq. and L. 80 mod
21 274 and 386, 671 3 Bro. Ch. 514 2nd 377 1 Bur. 452 1 H. 36
334. 351 1746. 105 And if a violation of man
agreement of a man's wife to live alone with
him she may be discharged by Hab. Cor.
17478, 1 Bur 542 Co. L. B. 2 H. C. Hab. Cor.
now not interfere with a man's man. 17478.
he has not abandoned. But under such
an agreement a man could only to a man to a
it: it discharges no claim to man. after
wards according to a wife, unless a man
is expressly stipulated. Bac. co. B. 3. 3. 3
17478

Conts. made before marriage are not
discharged by marriage 1 Bl 442 cont. 551
Hence if y^e be indebted to y^e H^y by bond before
M. dies leaving y^e bond unincorporated it does not
survive for a personal right of action one
survived in forever extinguished 2 H. Bl 10
Hob. 10 2 Rev. C. 254 Cro. C. 551

And if several persons are indebted to a
joint debt in a bond & the marriage of one of them
all obligors are discharged, for discharging
one is discharging all, for co-obligors are joint
Cro (50) 1 H. 43 En. (L. B. H. L.) 1 H. 442

But ^{under} Gen. Rule there is a distinction
between a debt wh. exists antecedently, & y^e debt or
debt during co. & wh. does not. If the
debt is such y^t a right of action may accrue
during y^e co. it is voided by marriage & even
if it accrues after marriage ex. a debt to
pay y^e H^y a sum during co. is voided.
A debt to pay after co. is good 1 Bl 315 5 1 H. 4
93 Cro. J. 571 Hob. 20

But as to a woman executed by a man be-
fore marriage conditioned to leave a sum of money
at his death, there has been
much doubt. Even a bond is good in this un-
questionably 2 D. H. 243 2 Rev. 480 290 with 97 Br. 11
137 2 Vent. 343 But y^e Chancellor has supposed
it to be voided at 1 year M.

But - La today time it was held again
at low car 2571 Em. R. 57 The core hole
diameter a temper in basin = Hall it has
been measured, about 24355, 2483

It is smaller than the band is good at
 Low 53.2. 25.3. 204. 143. 94. 9

It must be settled a settlement is made
in marriage contract during & coverage by mar-
riage in marriage does not change a cent.
After marriage does not accrue till his death
to 2.35 + co. 1.2 2.36 47.5 - 1.300 73

The 1st 2nd 3rd & 4th require a L. of Ex. with regard to a jointure wh. shall be sufficient to bar dower & there are 4 requisites 1 The estate created as a jointure must take effect immediately on the testator's death 2 It must be a lesser estate than a fee 3 The land to be mortgaged is a wife 4 It must be expressed to be in satisfaction of dower to L. 30 & H. 35 The jointure must consist of a real estate.

It has been told by me that a person
was in last settled in view of doves it might be
to arrive I know not does not a bear with
face of a deer to be 2nd ed. n. 3. m. 18

13. Third I must observe a high valued
the register must be revised or it will not
be so long

But an ex² agreement by y^e B. before m. to
accept best brook in view of dower will be enforce-
ed in eq. 1. 1. 55 / 1. 1. 55. 5. 1. 1. 570 1. 1. 1012
In connection Fairlie C. 4. Kellich. vs. Kellich 1810
J. G. think it will be correct for a Ct. of Pa. can de-
cide upon a reasonableness of y^e settlement when a
wife & y^e settlement is not adequate will
not enforce y^e agreement J. G. think y^e rule
does encroach upon y^e St.

A jointure to bind y^e wife must be settled
before y^e m.; but a settlement after m. gives her
y^e power of election at her death, if she accepts it
she cannot have dower, she cannot have both
the & it is void by reason of y^e settlement
If she brings a writ of dower she waives y^e
jointure settlement. M. 1. 1. 1787 Com. C. B.
2. 1. 1420 27 a 4 " 5 "

So if a H. & C. wife is not married
expressly to be in bar of dower she may make her
election after her death, but if not expressly she
will take both. 4. 1. 4, 5. 1. 1. 128 & 1. 1. 1704 2.
2433 But the survivor is not expressly to be
bar of dower yet if he survives away all his
other brook except dower to her it seems
she can't take both, nor ever would if
she took y^e dower now before with y^e oth-
er dower for the facts upon y^e face of the
instrument are good brook that she would
take y^e dower in view of dower
1. 1. 433 1. 1. 125

It is not a gen. rule in OH that a married man
settled against a woman a man & woman man
before marriage are binding on both parties
Rev. C. 444. 2. 255 2 Rev. ~~480~~ 480. 499 15a b 87.
93-5 2. 2. 97

The husband's rights - now over y
person of y wife

His wife is injured in her person by H.
sustains any consequential damage he will
have a remedy ~~as~~ as y wrongdoer. y action must
be "an always laid with a proper insertion
against" "I suppose" no quid non servit
against" 1 Sid. 345 Br. 501 Cro. C. 89. Sal. 200
Rev. 140. Com. O. B. 3. 11. For form 2 OH. R. 374
255

So also for y reduction of a married
woman y H. has an action in his sole name
4 Mar 205 7 But R. 2778 Com. 152 15a b 11. R.
205 The action is in substance brought to be in
form tr. on y case to be made tr. has be
come y proper form action tr. 387 389

But if y H. cannot to y act he can maintain
no action. "voluntarily fit" tr. 155 15a b 11. R.
And if he himself lives in a state of neglect it has
been held that he can maintain no action; since he
cannot correctly 15a b 11. R. 155 15a b 11. R. 155 15a b 11. R.
15a

It goes only in mitigation of damages
It has been once held y^t he cannot maintain y^e
action after a separation by agreement
5 T. R. 357 Since doubted L. J. G. thinks prob-
ably It does not destroy y^e relation of H & W
East 244 1 Kel 10

If a H. allows his wife to live a state of
prostitution it is a bar to his action of iⁿti-
macy out his knowledge it goes wife way in miti-
gation of damages Bul N. D. 27 Ea. R. 30. 1 Kel 15
L. R.

Gross neglect or inattention as y^e part of y^e
wife her regard to her company & will go in miti-
gation of damages 1 T. R. 551 1 Kel 15

In y^e action of damages being only premis-
sive & there are causes wh. may mitigation or
aggravation of dms. 1 He may prove her
rank; good character; that they had been
living harmoniously, & peculiar turbi-
tude is an offender L. Bul N. D. 27 East 249
1 Kel 300 Thus y^e H. may prove in aggravation dms

And in mitigation of dms y^e H. may
prove y^e P^rill treatment of his wife; y^t he had
kicked her out of his house; y^t he had refused
to receive her; her previous bad charac-
ter y^t he had previously spoken; her gen. bad
character even before marriage L. 4 T. R. 657
Bul 27 1 Kel 30. 1 4 Em. 16 2 552 1 Ph. Ev. 140

According to a recent C. L. & H. might in-
fect upon his wife several children & L
it was allowed a account of his liability for
her misconduct 1 Har 130 1 Sed 113 1 Bl. 444
471 But if should beat or even threaten to do
it outrageously he might obtain a supplicavit
in C. L. & bind him to keep & peace or obtain
a divorce *not per se* & 8 Mod 211 Moore
574 1 Bac 985

But it seems agreed now if a man exer-
cise no violence to a person & if he does, he
may bind him to keep & peace 1 Mod 113 3 Har
433 2 Lev 28 1 Bro. C. L. 445 1 Bl. C. 445 But the
H. may restrain wife of her liberty in case of
gross misbehaviour, for instance to keep her
in house & company &c. 12 478 in C. L. 340
He however under pretence of night, he can
fine her without just cause she may be re-
leased. see int. of H. C. L. 574 12 473 1 Bro
inter. next friend

The Court may justify a battery in her
defence mainly as a wife in her own defence
but not as reciprocal C. L. 62 Cro. 139 Bac
18 int. 376 378

Of mutual inabilities of a husband to testify for or against a wife

H. & W. cannot testify for or against each other
for they are equally and so L. 5-1242. 31632
8-8 100-43 The union of interest by being de-
clared in a foundation of a L. 110-11
102. 108-70 Pea. Ev. 179. 5 Bul 280 100-43 Pea. Ev.
8-10 Ph. Ev. 094

And a H. cannot testify when a wife's
note is involved even if his own interest 4 L. 2578
2 M. A. 331 136 C. 720 Ph. Ev. 04 In an action brought by a
husb. or by a wife self for a life joint the husband
cannot be sworn in ev. 1 M. A. 331 136 C. 720
180 Bul 18

On a same principle in the husband's wife
for her act as confessor if the wife's act cannot
be given in ev. for it would operate as her. Stra
1004 1 Ph. 04 7 M. 112 And neither can in any
case, even between other parties, give in testimony
to criminate the other 1 M. A. 101-3 Pea. Ev. 174-70 1 Ph.
00 4 M. 103 136 C. 720 L. A. 752 136 C. 720 (Hence in
all cases govern)

It has been held that a husband is a witness
has been examined as to a fact which is true here
must have been known to him had it existed his
wife cannot be called to contradict him for
it might tend to criminate him of perjury 2 L. 220
Ph. 17 J. B. very much doubtly can not be sworn
in ev. 4 M. A. 331 136 C. 720

It is more difficult a rule to be
called upon to testify concerning any fact disclosed
+ involving coverture; for if it might it would
tend to impair confidence which ought to exist
between H. & W. Hence of fact after divorce
Dea Cr. 174 am. 44 5 East 12 100

A person may testify as himself & with
neutrality of both parties for himself but
it will not allow it a wife of one of the parties
should testify even with consent of both parties
partly to L. 66 Dea Cr. 175 Ray. 1. 2 Hardw. Cas
154 It is believed L. for will it

If a married witness woman brings an ac-
tion as a feme sole & if cannot in testimony
+ to prove coverture 2 J. 2. 275. 100 Dea Cr. 175
174 54

But to the Gen. Rule there are several ex-
ceptions. 1. On a post mortem of wife & her
next of kin testify as to the husband's condition
in regard to every private obligation. The obli-
gations are not however against Ray 1 Felt Cr. 119 14th
Dea Cr. 174 Ray 280. 280 2 Cr. 403 Dea Cr. 400
174 508 Dea Cr. 174 175 4 1. 4. does not seem over-
riding there is no satisfactory reason & evidence for
it. Exch.

2. When a new earthen wall is built
y. 4. thick. & since we had to life a masonry
it has been y. 4. & has 432 ft. N. 10. 0. 0. 0.
6721 (Bar 542) 13043 Bar 2. 173 Bar 14 333
182 18. This earthen wall is a masonry &
actual masonry, & a cure

3 Then a T. is presented by a Native and
indicat^d for current of tide he may take them
4th - 115 / Mc N. 145, 172 Mc 28 / 350 238 341 14. 218 -
2 144 308 212 721 24. 80. 173 / 449 144 2 / 144 2 144 2
144. 55 / East T. 144 144 144 144 144 144 144 144
/ Mc N. 144 144 144 144 144 144 144 144

On a similar point of view information
is not any better, as attention is given to taking
note home after a rehearsal, representation, under-
standing, the many testings ~~of~~ ⁱⁿ mind. See 257
1 Dec 543. 1 Dec 58

4. A woman finally married a man
man I married was ~~unhappy~~ ^{content} wth her & him to
prove ^a satisfaction; this act is on his part a
capital thing, no. E. 438 Nov. -21 Dec. 28
Dec. 8 v. 174 2 Mar 008 / P. 078 / 10443, 40 This one
however is not more an exhibition for a woman
than for a man married or not married; it is his
right. But it is well if a wife is glad
and rests in his favor; it is voluntary she
I married him. 1. The N. 181 / P. 181

[illegible]

It is a matter between two parties
and we will not be indirectly engaged
in the civilization, nor not examination. But in
the case of even in the unit but directly re-
sults. In 500 M. A. 25 - 26. 1000 M. 1012. 272
1050 M. A. 684 2 L. 2. 752 130442 L. 2

No. 10 in 1874, where as it would
 even indirectly in her husband's favor
 this is an indication for conviction as to A. & B.
 A. & B. cannot testify in favor of B. for cer-
 tain they cannot be guilty of a conspiracy with B.
 was admitted it would be so & so on
 1855, 1852 1852 1855 1855 1855 1855 1855
 1855

2. Declaration by ^{competent} witnesses regard to
burning the accounts relating to the particu-
lar have been admitted waste charges. It is a
conclusion 1st, 504, 52. En. L. 71. But N. 2. 28-114. 71
This case is certainly anomalous. For declarant
must be considered as then an agent, in wh. case
you should ~~be~~ admonished and not be given in-
for they are a part of the negotia but not by decl-
cannot be admitted, but are wholly irrelevant
and are damages + 18p. 2. 142. 50 2. 511. 1. 2994
"100 Evidence"

3 Her dying decl^s are always good ev^d wth or an indictment for her murder to him, such circumstances as induce or give a sanction of a oath 1 Inst Pl. 357 1 Pl. 08 2 Leon 553 "Ev" 18 So are they Ev^d for him. The decl^s cannot be made till the mention of P.L. W. has ceased

In what cases H. L. must join, in actions, & in what cases he may have his election to join or not

In some cases where a action brought by wife or to her prop. or right to a desc. must join her in some he may or may not in others he must see alone

The gen. principle is where a cause of action is to her death or to her wife she must join 1 Inst 424 3 S.H. 691 10 Rep. 347 1 Bac 904 Because if y^e H. might sue alone he would by commencing a action attack a sole right of recovery in himself & thus deprive his wife of her right; & his rep^t must obtain join^g after his death and he cannot maintain an account or her disability & through out of recovery & by reason of her disability he can't make a proper attⁿ When y^e cause of action is not such as to be of wife she may cannot join as App. for if it is not necessary to her there is no reason for joining her But it will not be universal 13 Rep 909 And in a former rule y^e marital right must be invaded if she could sue alone 1 Rep 21 1 Rep 347

The act of election is not a mere
 is an issue to his own possession but it is an
 he will treat whole proceedings as a mere
 in which right. So in debt or debt for
 sent according to which debt has been arising
 overture in making his election according
 to election then, but it is said in ~~the~~ it is not
 given to wife, wh. J. 9. doubtless in making his
 as an absolute right to the same. 20. Com. 324.
 1st. 150. 2nd. 302. 4th. 5. Co. 162. 2nd. 324.
 Some say that the election is not a mere
 rule but a right of election

The bond of election is given to the
 a person who is to be elected in which
 he is given to the person who is to be elected, but
 it is given to the person who is to be elected
 to his interest in the property in which he is
 to be elected, 1st. 150. 2nd. 302. 4th. 5. Co. 162. 2nd. 324.
 1st. 150. 2nd. 302. 4th. 5. Co. 162. 2nd. 324.
 The election is not a joint election but
 a right of election given to the person
 who is to be elected in which he is to be
 elected to the property in which he is to be
 elected, 1st. 150. 2nd. 302. 4th. 5. Co. 162. 2nd. 324.
 The election is not a joint election but
 a right of election given to the person
 who is to be elected in which he is to be
 elected to the property in which he is to be
 elected, 1st. 150. 2nd. 302. 4th. 5. Co. 162. 2nd. 324.
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 elected to the property in which he is to be
 elected, 1st. 150. 2nd. 302. 4th. 5. Co. 162. 2nd. 324.
 The election is not a joint election but
 a right of election given to the person
 who is to be elected in which he is to be
 elected to the property in which he is to be
 elected, 1st. 150. 2nd. 302. 4th. 5. Co. 162. 2nd. 324.

[illegible]

But where H. lives a wife is most likely
to be a wife in a full or partial relation i. e. she
must have the fact in v. her at the house with
him & wife & it is the fact that more such a statement
is made in the no connection appears in various
places (e. g. 1830, 1831, 1832, 1833, 1834, 1835, 1836, 1837, 1838, 1839, 1840, 1841, 1842, 1843, 1844, 1845, 1846, 1847, 1848, 1849, 1850, 1851, 1852, 1853, 1854, 1855, 1856, 1857, 1858, 1859, 1860, 1861, 1862, 1863, 1864, 1865, 1866, 1867, 1868, 1869, 1870, 1871, 1872, 1873, 1874, 1875, 1876, 1877, 1878, 1879, 1880, 1881, 1882, 1883, 1884, 1885, 1886, 1887, 1888, 1889, 1890, 1891, 1892, 1893, 1894, 1895, 1896, 1897, 1898, 1899, 1900, 1901, 1902, 1903, 1904, 1905, 1906, 1907, 1908, 1909, 1910, 1911, 1912, 1913, 1914, 1915, 1916, 1917, 1918, 1919, 1920, 1921, 1922, 1923, 1924, 1925, 1926, 1927, 1928, 1929, 1930, 1931, 1932, 1933, 1934, 1935, 1936, 1937, 1938, 1939, 1940, 1941, 1942, 1943, 1944, 1945, 1946, 1947, 1948, 1949, 1950, 1951, 1952, 1953, 1954, 1955, 1956, 1957, 1958, 1959, 1960, 1961, 1962, 1963, 1964, 1965, 1966, 1967, 1968, 1969, 1970, 1971, 1972, 1973, 1974, 1975, 1976, 1977, 1978, 1979, 1980, 1981, 1982, 1983, 1984, 1985, 1986, 1987, 1988, 1989, 1990, 1991, 1992, 1993, 1994, 1995, 1996, 1997, 1998, 1999, 2000, 2001, 2002, 2003, 2004, 2005, 2006, 2007, 2008, 2009, 2010, 2011, 2012, 2013, 2014, 2015, 2016, 2017, 2018, 2019, 2020, 2021, 2022, 2023, 2024, 2025, 2026, 2027, 2028, 2029, 2030, 2031, 2032, 2033, 2034, 2035, 2036, 2037, 2038, 2039, 2040, 2041, 2042, 2043, 2044, 2045, 2046, 2047, 2048, 2049, 2050, 2051, 2052, 2053, 2054, 2055, 2056, 2057, 2058, 2059, 2060, 2061, 2062, 2063, 2064, 2065, 2066, 2067, 2068, 2069, 2070, 2071, 2072, 2073, 2074, 2075, 2076, 2077, 2078, 2079, 2080, 2081, 2082, 2083, 2084, 2085, 2086, 2087, 2088, 2089, 2090, 2091, 2092, 2093, 2094, 2095, 2096, 2097, 2098, 2099, 2100, 2101, 2102, 2103, 2104, 2105, 2106, 2107, 2108, 2109, 2110, 2111, 2112, 2113, 2114, 2115, 2116, 2117, 2118, 2119, 2120, 2121, 2122, 2123, 2124, 2125, 2126, 2127, 2128, 2129, 2130, 2131, 2132, 2133, 2134, 2135, 2136, 2137, 2138, 2139, 2140, 2141, 2142, 2143, 2144, 2145, 2146, 2147, 2148, 2149, 2150, 2151, 2152, 2153, 2154, 2155, 2156, 2157, 2158, 2159, 2160, 2161, 2162, 2163, 2164, 2165, 2166, 2167, 2168, 2169, 2170, 2171, 2172, 2173, 2174, 2175, 2176, 2177, 2178, 2179, 2180, 2181, 2182, 2183, 2184, 2185, 2186, 2187, 2188, 2189, 2190, 2191, 2192, 2193, 2194, 2195, 2196, 2197, 2198, 2199, 2200, 2201, 2202, 2203, 2204, 2205, 2206, 2207, 2208, 2209, 2210, 2211, 2212, 2213, 2214, 2215, 2216, 2217, 2218, 2219, 2220, 2221, 2222, 2223, 2224, 2225, 2226, 2227, 2228, 2229, 2230, 2231, 2232, 2233, 2234, 2235, 2236, 2237, 2238, 2239, 2240, 2241, 2242, 2243, 2244, 2245, 2246, 2247, 2248, 2249, 2250, 2251, 2252, 2253, 2254, 2255, 2256, 2257, 2258, 2259, 2260, 2261, 2262, 2263, 2264, 2265, 2266, 2267, 2268, 2269, 2270, 2271, 2272, 2273, 2274, 2275, 2276, 2277, 2278, 2279, 2280, 2281, 2282, 2283, 2284, 2285, 2286, 2287, 2288, 2289, 2290, 2291, 2292, 2293, 2294, 2295, 2296, 2297, 2298, 2299, 2300, 2301, 2302, 2303, 2304, 2305, 2306, 2307, 2308, 2309, 2310, 2311, 2312, 2313, 2314, 2315, 2316, 2317, 2318, 2319, 2320, 2321, 2322, 2323, 2324, 2325, 2326, 2327, 2328, 2329, 2330, 2331, 2332, 2333, 2334, 2335, 2336, 2337, 2338, 2339, 2340, 2341, 2342, 2343, 2344, 2345, 2346, 2347, 2348, 2349, 2350, 2351, 2352, 2353, 2354, 2355, 2356, 2357, 2358, 2359, 2360, 2361, 2362, 2363, 2364, 2365, 2366, 2367, 2368, 2369, 2370, 2371, 2372, 2373, 2374, 2375, 2376, 2377, 2378, 2379, 2380, 2381, 2382, 2383, 2384, 2385, 2386, 2387, 2388, 2389, 2390, 2391, 2392, 2393, 2394, 2395, 2396, 2397, 2398, 2399, 2400, 2401, 2402, 2403, 2404, 2405, 2406, 2407, 2408, 2409, 2410, 2411, 2412, 2413, 2414, 2415, 2416, 2417, 2418, 2419, 2420, 2421, 2422, 2423, 2424, 2425, 2426, 2427, 2428, 2429, 2430, 2431, 2432, 2433, 2434, 2435, 2436, 2437, 2438, 2439, 2440, 2441, 2442, 2443, 2444, 2445, 2446, 2447, 2448, 2449, 2450, 2451, 2452, 2453, 2454, 2455, 2456, 2457, 2458, 2459, 2460, 2461, 2462, 2463, 2464, 2465, 2466, 2467, 2468, 2469, 2470, 2471, 2472, 2473, 2474, 2475, 2476, 2477, 2478, 2479, 2480, 2481, 2482, 2483, 2484, 2485, 2486, 2487, 2488, 2489, 2490, 2491, 2492, 2493, 2494, 2495, 2496,

3. When the Husband must sue alone

When the wife is suffering from a disease, the husband must sue for compensation for her services, and the amount of the compensation is determined by the value of her services. In the case of a wife who is suffering from a disease, the husband must sue for compensation for her services, and the amount of the compensation is determined by the value of her services. In the case of a wife who is suffering from a disease, the husband must sue for compensation for her services, and the amount of the compensation is determined by the value of her services.

If a husband is committed on a charge of adultery, he is liable for the expenses of his wife, and the amount of the compensation is determined by the value of her services. In the case of a husband who is committed on a charge of adultery, he is liable for the expenses of his wife, and the amount of the compensation is determined by the value of her services. In the case of a husband who is committed on a charge of adultery, he is liable for the expenses of his wife, and the amount of the compensation is determined by the value of her services.

In the case of a husband who is committed on a charge of adultery, he is liable for the expenses of his wife, and the amount of the compensation is determined by the value of her services. In the case of a husband who is committed on a charge of adultery, he is liable for the expenses of his wife, and the amount of the compensation is determined by the value of her services. In the case of a husband who is committed on a charge of adultery, he is liable for the expenses of his wife, and the amount of the compensation is determined by the value of her services.

On the other hand the 4. is a rather high
in the air and a little more to the right side
he must see some kind of reaction, but a
little bit of the same reaction to him. L
is a bit of a exclusive - not the 11/7 but the 14/7
and the 16

It was in the morning after the
trial of the first witness I was in his wife
in order to visit her at her quarters. He was
by the bedside of the mother and she was
therefore in a more comfortable position than
40

to a Oct = 1042 1/2 lbs. heavily im-
pervious. very good at the bottom of remains
more & more to be found to the bottom of both
the 1. is good at the present. The soil in the
middle, after very a long time will be consid-
ered as much damaged; this is common in
the middle of a river to the bottom. See = res.
See 15 Nov 27 1895.

Remember in the morning there
was a fire in the house as in the night
it was very warm and it is fair to
be remembered after sunset that it
was a very warm night.

If H.L. join in an action against
Lester and not have an interest in y. v. of
it = it is said in Beck's amalgam L. 40
L. 405 But if there = a divided up, would not
there be a joint in the y. v. of it? It is
will remain in the y. v. of it? L. 405
L. 405 8. contra amalgam L. 405

in what cases, & L. 405, & L. 405
and in what cases, & L. 405, & L. 405

Gen. Rule. The cause of action is not
would be a joint action against the joint
be joined with an action against the joint
would be imposed on the joint action
but to recover damages from the joint action
the joint action for damages from the joint action
is sufficiently clear on the joint action

3449 amalgam amalgam amalgam amalgam amalgam
445 amalgam amalgam amalgam amalgam amalgam

Gen. Rule. The cause of action is not
and the joint action for damages from the joint action
must be joined with an action against the joint action
for damages from the joint action for damages from the joint action
and the joint action for damages from the joint action
is sufficiently clear on the joint action

[illegible]

If a mine is made to the bottom of the water, as in the case of the mine at the bottom of the water, the water will be at the bottom of the mine, and the mine will be at the bottom of the water.

The same course directed me as
would be necessary to have the most
done by the court, in order to
some of the same measures, in the
same manner, the most of the
of the 5th. In 1811, the same
and, in the same 2 years, the
and of the same, and will be
the same.

[illegible]

Mr. Hoover is not a technical man, but a man
of ideas & has been to a more or less extent
a technical man. His own is more technical, the
foundation is the character of normal intellect
and a mind to reformer in the eye
of the law cannot hold to as we respect
the government and the law of the state
and cannot be held even by respect. This is
a man of a good time and according to principle

If he is joined with them we must
not let it be said a minute is recalcitrant in ante-
rior or posterior when the ought to be joined
is not joined. It is pleasurable in antecedent
and consequent. Ex. 109 & 110. But
the 35 and a half measure is either of
the common or minor under is error. The
of the same in the course, for each = dispo-
sition of action, S.R. 308. The
of the same, cause of action available against
for without limitation

The 50 man barrow was not a small one
but for a barrow on a small island it was
very well built, for there were several
rooms in it. 114

[illegible]

Cent 7. 11/475

Be 44 270. 144

5-1

Unacollateral, uncollateral, uncollateral
degrees is at a time with a main point a
Nether; these are related to each other in a 3rd
degree. At 435 n 2 2' 10" or all the uncollateral
collateral, common, or affinity, is a degree
and a more distant degree is a degree. The degree
collateral is a main term. These are in a
fourth cannot intermarry.

Some common German names in the
margin of course, are more distant relation
Chol. 225 to 1235. But the common
brotherly relationship is a degree. The degree
degree is at a time with a main point a
Nether; these are related to each other in a 3rd
degree. At 435 n 2 2' 10" or all the uncollateral
collateral, common, or affinity, is a degree
and a more distant degree is a degree. The degree
collateral is a main term. These are in a
fourth cannot intermarry.

But the main point is, a degree is a degree
at a time with a main point a Nether; these are
related to each other in a 3rd degree. At 435 n 2 2'
10" or all the uncollateral collateral, common, or
affinity, is a degree and a more distant degree is
a degree. The degree collateral is a main term. These
are in a fourth cannot intermarry.

III Local Inhabitants: I. A. 3 in existing
masses. II. 2 in + 1 large, 3. 2 in + 1 current
or 2. A. 2 in + 1 in 1, 2. 4. 1 in + 1 in 1.
understanding 1864-1868

Morning in 2nd. celebrated under any
of these impediments are either void or initialed
no divorce is necessary of course 13c 475. But
by 14 feet a rule is a rule and ~~must~~ cannot
be excepted not otherwise.

I is Bior existing Mar. 1 - not seen & re-
corded. M. is not a new record but is a new reference
i.e. Reynolds 1864 12. 41/14

Journal of the American Medical Association, Vol. 60, No. 1, p. 1, Jan. 1918.

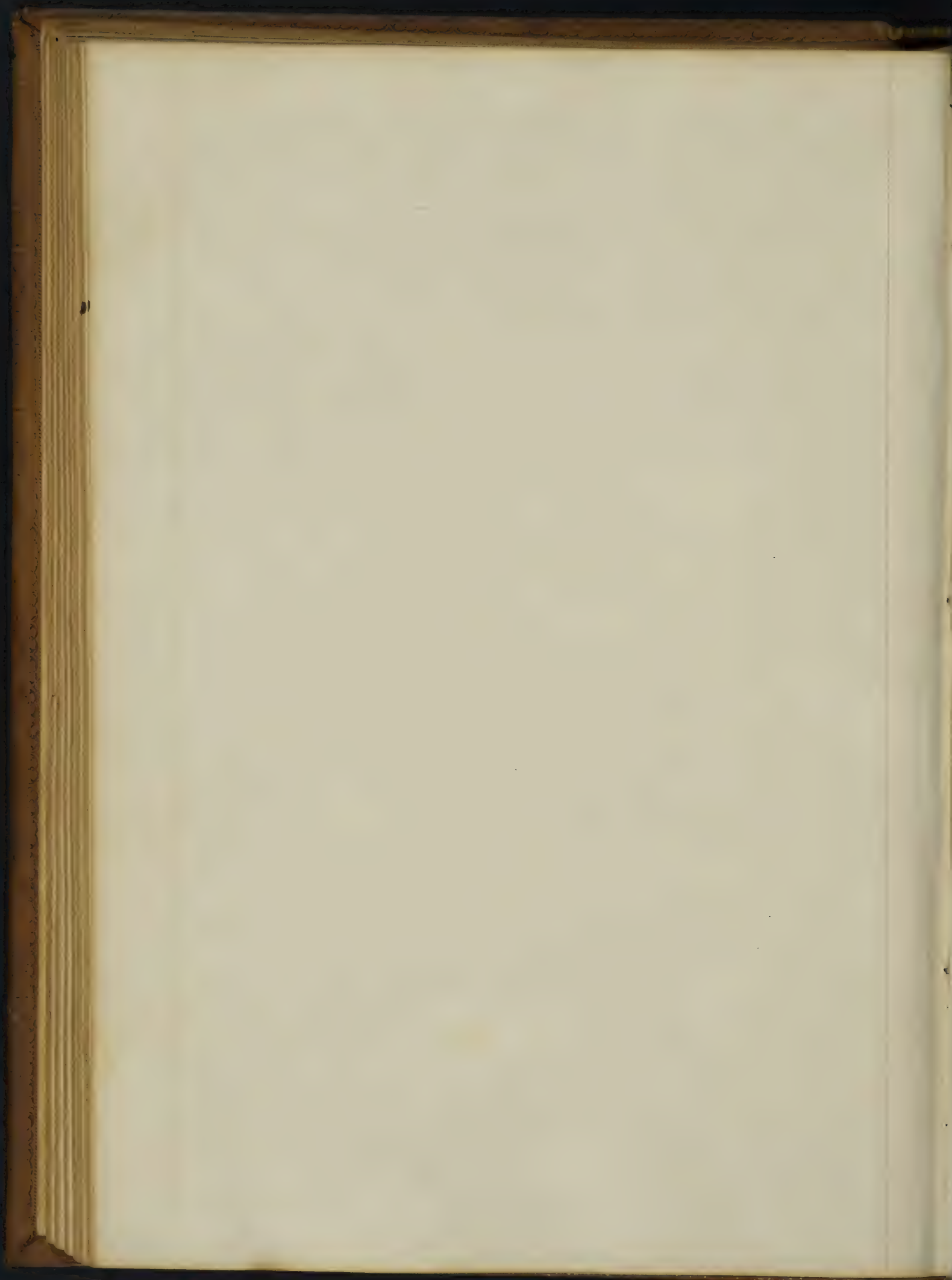
(511255

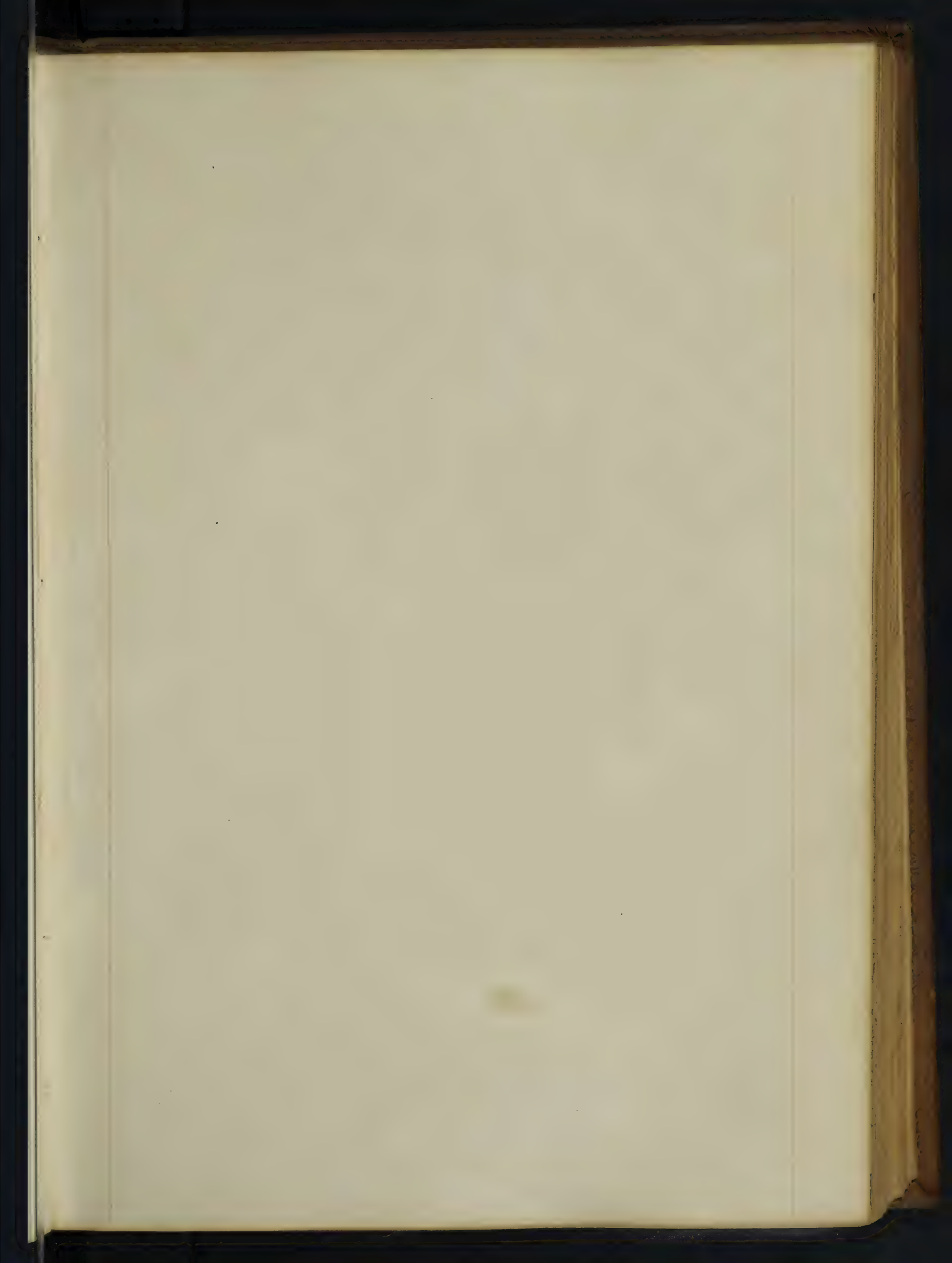
But, Lamination is not necessarily
a renouveau or a renaissance. This is often
done in name of great Cruelty.

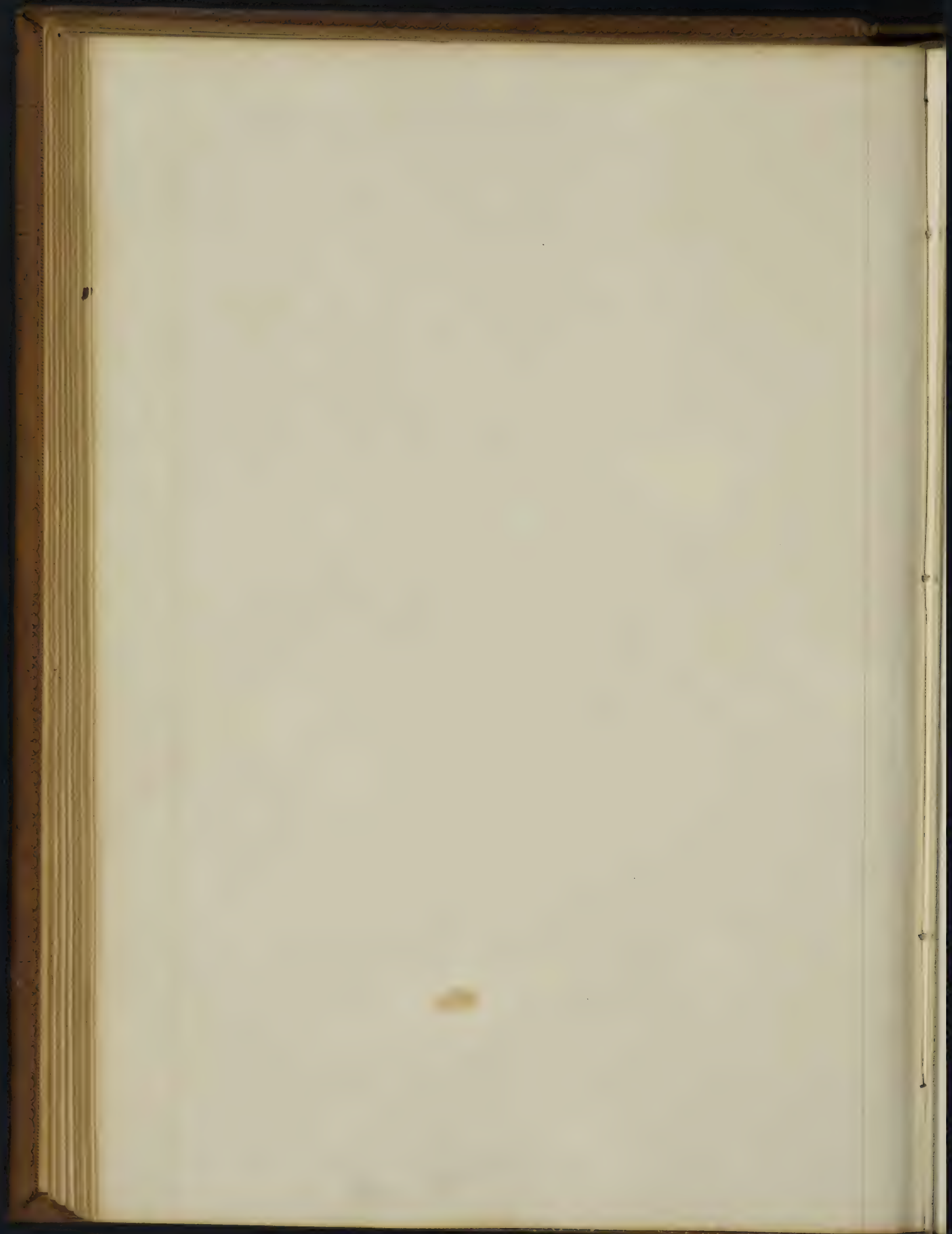
In Eng. river there is a total divorce
then is no river or alluvium L.M. 190. 3. 137
to 190. 56. 95 But a partial divorce does
not in Eng. active or passive divorce exactly
same as in identical document to L.M. 3
to 190. 200. 56. 95 L.M. 190. 3. 137

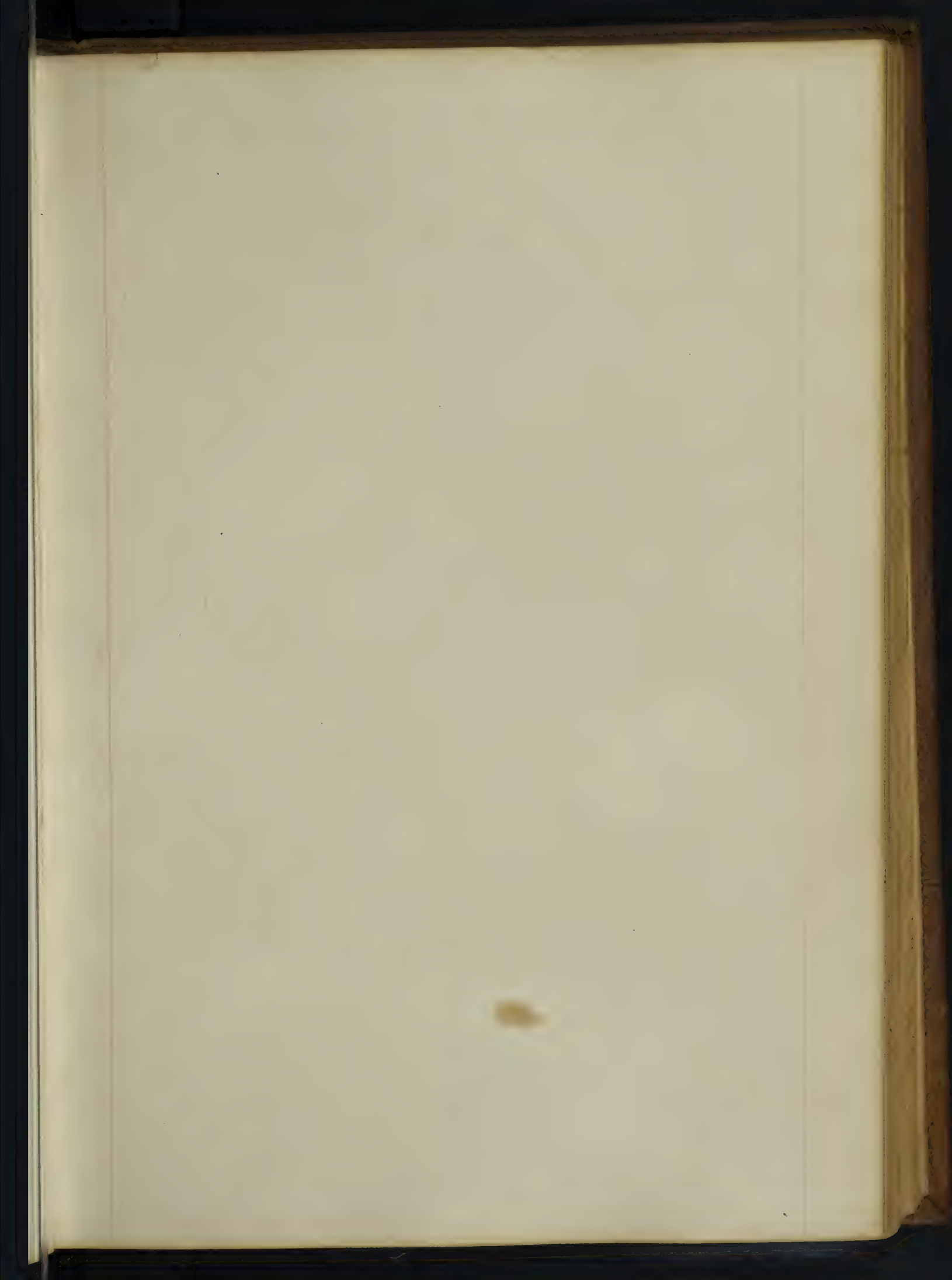
In that, while it is true to derive an
error from a fault, it is not in the case of a
total division. For when it is not a fault, the
cause of the division is not a fault, it is a
part of it, it is not exceeding a v. rest im-
mediately, it is not a division of it, it is not
in either real or virtual etc.

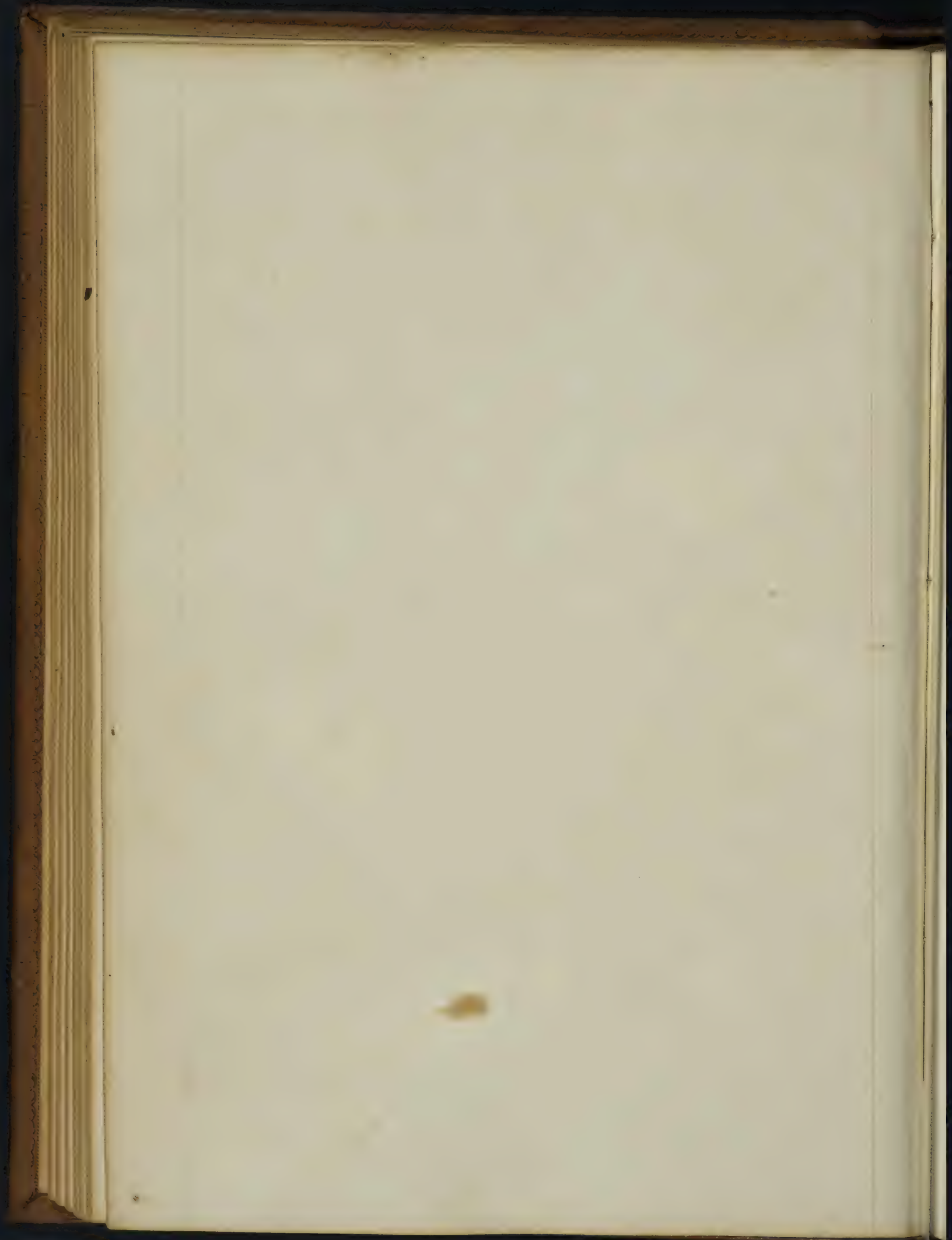
So that y marriage is within a legal
 age degrees in a more ym. is not to be a void
 but will on annulment annul in a more a-
 ble notion as is not exceeding 6 or 7 to
 further in it is better











Purini e Anini

[illegible]

Simulium lanceolatum lanceolatum

[illegible][illegible]

[illegible][illegible]

at the same time we had a fine
view of the river and the mountains.
The water was very clear and the
mountains were very green. The
view was very good.

[illegible][illegible][illegible][illegible]

[illegible]

It can be seen, with regard to the second point, that the
 design for the monument is a contract in itself, and as such
 is a contract which will be binding upon the State. It is
 a contract which will be binding upon the State.

II We cannot find enough con-memoratives
to a small man and 2.000. For 2.50. It is not to be
2.00 and 3.00. It is not to be 2.72. For a commemorative on
small man. cannot be made into

[illegible]

II. The resulting notations are to be
rearranged and inserted for convenience. 12.41. 1947

T. 30 a note not near side L. 17 m.
 not indicated in record for name. But
 there was a y action in the 164 pages of record = may
 be examined in case 3rd as within a matter
 of ^{the} ~~the~~ record = is not examinable / Review 403 m
 East 170 / 170 m. Rev. 34.5 m. Rev. 20 Feb. 30.9.57.82
 87. Kind B15 / Rev. 3.1 / Review 403 / Rev. 2.465

T. B. a Kil of 22 kg not negotiated, this
found when given for necessary; here consid-
may be examined with 100 1/2 and 75 lb. B. 10-8.

VI. *Phaenocarpa* ¹ *nitida* is not found even for numerous. But not extensive an ² *nitida* are examined, not so when a rule was framed *transl.* 502 10ov 290 15ab 79 Cl 2.172 *latul* 159 15. 7. 40-2 Nov 87 3bae 124.

The true character of these intentions is of
such a nature as to excite in the mind of the com-
munity a just and reasonable indignation and
reprobation. Such a state of mind is of such a nature
as to excite in the mind of the community a just and

[illegible]

There are about 1000 people here for many years
 and cannot resist to see a part of it. In 1875
 1876 & 1878 there are about 1000 people here and
 about 1000 people here and about 1000 people here,
 and about 1000 people here.

The number of people here is never more than
 1000 people here. In 1875 there are 1000 people here
 1876 & 1877 there are 1000 people here. In 1878
 there are 1000 people here. In 1879 there are 1000 people here
 1880 & 1881 there are 1000 people here. In 1882 there are 1000 people here
 1883 & 1884 there are 1000 people here. In 1885 there are 1000 people here
 1886 & 1887 there are 1000 people here. In 1888 there are 1000 people here
 1889 & 1890 there are 1000 people here. In 1891 there are 1000 people here
 1892 & 1893 there are 1000 people here. In 1894 there are 1000 people here
 1895 & 1896 there are 1000 people here. In 1897 there are 1000 people here
 1898 & 1899 there are 1000 people here. In 1900 there are 1000 people here

The number of people here is never more than
 1000 people here. In 1875 there are 1000 people here
 1876 & 1877 there are 1000 people here. In 1878
 there are 1000 people here. In 1879 there are 1000 people here
 1880 & 1881 there are 1000 people here. In 1882 there are 1000 people here
 1883 & 1884 there are 1000 people here. In 1885 there are 1000 people here
 1886 & 1887 there are 1000 people here. In 1888 there are 1000 people here
 1889 & 1890 there are 1000 people here. In 1891 there are 1000 people here
 1892 & 1893 there are 1000 people here. In 1894 there are 1000 people here
 1895 & 1896 there are 1000 people here. In 1897 there are 1000 people here
 1898 & 1899 there are 1000 people here. In 1900 there are 1000 people here

The number of people here is never more than
 1000 people here. In 1875 there are 1000 people here
 1876 & 1877 there are 1000 people here. In 1878
 there are 1000 people here. In 1879 there are 1000 people here
 1880 & 1881 there are 1000 people here. In 1882 there are 1000 people here
 1883 & 1884 there are 1000 people here. In 1885 there are 1000 people here
 1886 & 1887 there are 1000 people here. In 1888 there are 1000 people here
 1889 & 1890 there are 1000 people here. In 1891 there are 1000 people here
 1892 & 1893 there are 1000 people here. In 1894 there are 1000 people here
 1895 & 1896 there are 1000 people here. In 1897 there are 1000 people here
 1898 & 1899 there are 1000 people here. In 1900 there are 1000 people here

again & a new residence in the same
 when he says he is coming to see me
 if I am not better for some time
 Mac. never has the same old me
 and I am sure he is a kind of
 In the same way as in the same manner
 in the same way as in the same manner

The first of the above is a list
 of the names of the persons who
 were in the same way as in the same manner
 1801 1802 1803 1804 1805 1806
 in fact it is a list of the names of the
 persons who were in the same way as in the same manner
 list of the names of the persons who were in the same way as in the same manner
 however I do not think it is correct but I am
 sure it is but I do not think it is correct but I am
 sure it is but I do not think it is correct but I am

With the same list of the names of the
 persons who were in the same way as in the same manner
 they are not the same as the list of the names of the
 persons who were in the same way as in the same manner
 after the first of the above is a list of the names of the
 persons who were in the same way as in the same manner
 were absolutely void of the same as in the same manner
 1 Feb 1802 Col. 295 1 Feb 1803 Col. 103

The same list of the names of the
 persons who were in the same way as in the same manner
 was absolutely void of the same as in the same manner
 with the same list of the names of the

When he rec'd the money it was public property
after full age, & proof of a promise after years
of age - not before - to prove it he was
not. Life age at 4, the money was a promise
at R 048 W. L. 104 3 Dec. 1921. If an infant
receives a gift, for a given sum, pay, or toll,
then it must be a gift, does not include in
the condition in the other - promise to give
2 Dec. 1921. See 38

Miscellaneous Notes

Miscellaneous Mules We are for
choosing a gelding by C. L. is 14 in. most
females; I want it 14. L 12 13c 403. I want
may be ex² at any age even in the same
but at C. L. I want it till 17 in. long and
a small minute mistake must be up
center. But by 14 28 403 an infant is the best
to get as ex² in the range of 15 to 14 in. Ex²
907 4. 6 250 ear 2 400. 7 14 34 1d Bay 438 "Tall
31. 150. 1 335

The age in determining of horn growth is well
is in no. 14 but it proved to be of next direction -
Exst take of horns according to a series of ages is
15, 17 & 18; the former appears to be a true rule
with males at 14, females at 12. 214-104, 690
114-108. 1310. 1463. 12-497. In country
age for making a well of next horn is 17 in
males - females

How can I make a more complete record?

The 1st of the mile from the station
now at the station the same but the 1st of the mile
is at the same distance as the 1st of the mile
10

A 1st of the mile from the station
now at the station the same but the 1st of the mile
is at the same distance as the 1st of the mile
10

The 1st of the mile from the station
now at the station the same but the 1st of the mile
is at the same distance as the 1st of the mile
10

The 1st of the mile from the station
now at the station the same but the 1st of the mile
is at the same distance as the 1st of the mile
10

The 1st of the mile from the station
now at the station the same but the 1st of the mile
is at the same distance as the 1st of the mile
10

The 1st of the mile from the station
now at the station the same but the 1st of the mile
is at the same distance as the 1st of the mile
10

[illegible]

In an undisturbed mass, a few minutes
could enter, a great deal of heat is produced by
friction. But if the mass is divided into a series of
little bits, it is made to remain a little more
or less of a substance. Part 6. 3. 3

[illegible]

Mr. L. de Cour. 17. There is ^{at} no infant and
 none are circled. 2 Bar/25.724-1-736.738, 11 Col. 4. End

Means or an intermediate stage & the main character
their marriage. How is it to be?

I am not sure the ^{1st} ^{2nd} ^{3rd} ^{4th} ^{5th} ^{6th} ^{7th} ^{8th} ^{9th} ^{10th} ^{11th} ^{12th} ^{13th} ^{14th} ^{15th} ^{16th} ^{17th} ^{18th} ^{19th} ^{20th} ^{21st} ^{22nd} ^{23rd} ^{24th} ^{25th} ^{26th} ^{27th} ^{28th} ^{29th} ^{30th} ^{31st} ^{32nd} ^{33rd} ^{34th} ^{35th} ^{36th} ^{37th} ^{38th} ^{39th} ^{40th} ^{41st} ^{42nd} ^{43rd} ^{44th} ^{45th} ^{46th} ^{47th} ^{48th} ^{49th} ^{50th} ^{51st} ^{52nd} ^{53rd} ^{54th} ^{55th} ^{56th} ^{57th} ^{58th} ^{59th} ^{60th} ^{61st} ^{62nd} ^{63rd} ^{64th} ^{65th} ^{66th} ^{67th} ^{68th} ^{69th} ^{70th} ^{71st} ^{72nd} ^{73rd} ^{74th} ^{75th} ^{76th} ^{77th} ^{78th} ^{79th} ^{80th} ^{81st} ^{82nd} ^{83rd} ^{84th} ^{85th} ^{86th} ^{87th} ^{88th} ^{89th} ^{90th} ^{91st} ^{92nd} ^{93rd} ^{94th} ^{95th} ^{96th} ^{97th} ^{98th} ^{99th} ^{100th} ^{101st} ^{102nd} ^{103rd} ^{104th} ^{105th} ^{106th} ^{107th} ^{108th} ^{109th} ^{110th} ^{111th} ^{112th} ^{113th} ^{114th} ^{115th} ^{116th} ^{117th} ^{118th} ^{119th} ^{120th} ^{121st} ^{122nd} ^{123rd} ^{124th} ^{125th} ^{126th} ^{127th} ^{128th} ^{129th} ^{130th} ^{131st} ^{132nd} ^{133rd} ^{134th} ^{135th} ^{136th} ^{137th} ^{138th} ^{139th} ^{140th} ^{141st} ^{142nd} ^{143rd} ^{144th} ^{145th} ^{146th} ^{147th} ^{148th} ^{149th} ^{150th} ^{151st} ^{152nd} ^{153rd} ^{154th} ^{155th} ^{156th} ^{157th} ^{158th} ^{159th} ^{160th} ^{161st} ^{162nd} ^{163rd} ^{164th} ^{165th} ^{166th} ^{167th} ^{168th} ^{169th} ^{170th} ^{171st} ^{172nd} ^{173rd} ^{174th} ^{175th} ^{176th} ^{177th} ^{178th} ^{179th} ^{180th} ^{181st} ^{182nd} ^{183rd} ^{184th} ^{185th} ^{186th} ^{187th} ^{188th} ^{189th} ^{190th} ^{191st} ^{192nd} ^{193rd} ^{194th} ^{195th} ^{196th} ^{197th} ^{198th} ^{199th} ^{200th} ^{201st} ^{202nd} ^{203rd} ^{204th} ^{205th} ^{206th} ^{207th} ^{208th} ^{209th} ^{210th} ^{211st} ^{212nd} ^{213th} ^{214th} ^{215th} ^{216th} ^{217th} ^{218th} ^{219th} ^{220th} ^{221st} ^{222nd} ^{223rd} ^{224th} ^{225th} ^{226th} ^{227th} ^{228th} ^{229th} ^{230th} ^{231st} ^{232nd} ^{233rd} ^{234th} ^{235th} ^{236th} ^{237th} ^{238th} ^{239th} ^{240th} ^{241st} ^{242nd} ^{243rd} ^{244th} ^{245th} ^{246th} ^{247th} ^{248th} ^{249th} ^{250th} ^{251st} ^{252nd} ^{253rd} ^{254th} ^{255th} ^{256th} ^{257th} ^{258th} ^{259th} ^{260th} ^{261st} ^{262nd} ^{263rd} ^{264th} ^{265th} ^{266th} ^{267th} ^{268th} ^{269th} ^{270th} ^{271st} ^{272nd} ^{273rd} ^{274th} ^{275th} ^{276th} ^{277th} ^{278th} ^{279th} ^{280th} ^{281st} ^{282nd} ^{283rd} ^{284th} ^{285th} ^{286th} ^{287th} ^{288th} ^{289th} ^{290th} ^{291st} ^{292nd} ^{293rd} ^{294th} ^{295th} ^{296th} ^{297th} ^{298th} ^{299th} ^{300th} ^{301st} ^{302nd} ^{303rd} ^{304th} ^{305th} ^{306th} ^{307th} ^{308th} ^{309th} ^{310th} ^{311st} ^{312nd} ^{313th} ^{314th} ^{315th} ^{316th} ^{317th} ^{318th} ^{319th} ^{320th} ^{321st} ^{322nd} ^{323rd} ^{324th} ^{325th} ^{326th} ^{327th} ^{328th} ^{329th} ^{330th} ^{331st} ^{332nd} ^{333rd} ^{334th} ^{335th} ^{336th} ^{337th} ^{338th} ^{339th} ^{340th} ^{341st} ^{342nd} ^{343rd} ^{344th} ^{345th} ^{346th} ^{347th} ^{348th} ^{349th} ^{350th} ^{351st} ^{352nd} ^{353rd} ^{354th} ^{355th} ^{356th} ^{357th} ^{358th} ^{359th} ^{360th} ^{361st} ^{362nd} ^{363rd} ^{364th} ^{365th} ^{366th} ^{367th} ^{368th} ^{369th} ^{370th} ^{371st} ^{372nd} ^{373rd} ^{374th} ^{375th} ^{376th} ^{377th} ^{378th} ^{379th} ^{380th} ^{381st} ^{382nd} ^{383rd} ^{384th} ^{385th} ^{386th} ^{387th} ^{388th} ^{389th} ^{390th} ^{391st} ^{392nd} ^{393rd} ^{394th} ^{395th} ^{396th} ^{397th} ^{398th} ^{399th} ^{400th} ^{401st} ^{402nd} ^{403rd} ^{404th} ^{405th} ^{406th} ^{407th} ^{408th} ^{409th} ^{410th} ^{411st} ^{412nd} ^{413th} ^{414th} ^{415th} ^{416th} ^{417th} ^{418th} ^{419th} ⁴²

Under 1st 19. There are four cases in which
 must not be material & these are
 1st Guardian 2nd material 3rd material 4th material
 Guardian referred to above for in
 1st There is no guardian 2nd There is
 not of. material guardian 3rd There are
 cases in which no guardian - Ex. 1540 H. 102
 17900 Jan 1950 to 2. 1950 3. Dec 40 2. 1950

According to same & all cases in which
 no guardian present - material & material - material
 Ex. 180 to 2. 1950 3. Dec 40 4th material & material
material & material & material & material & material
 in guardian for the material & material & material & material
 2. 1950 2. 1950

There are four material material & material
material & material & material & material & material
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 2. 1950 2. 1950 2. 1950 2. 1950 2. 1950

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[illegible]

May we may be useful as next seasons
an int^l even without a serious enter-
prise may commence a next visit may be
very ~~in~~ him as an im-
plant 2 Dec 780 3 Dec 144.51 2y. 22. 23 4.54
kind 411

[illegible]

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If an int- is true a logic with a restriction
 a restriction on the quantifier is given by a
 whole "rule" is given by a "restriction" in
 the logic to reverse, i.e. But in a case of a
 demand are reversibly with a "restriction" of a
 restriction - more or less as a "restriction" in
 a restriction on the quantifier is given by a
 int- 10-15-2015 - 10-15-2015 - 10-15-2015

The Sup. Ct in y^r State can abolish y^r distinction in a case where infants & adults were sued together as trespassers and appearing together jointly was rendered with entire unanimity, as the narrow point only, and as a part of the decision is subject to being y^r whole decision. But Mr. G. thinks it is more to principle than Mr. L. R. Mason in case is liable for a violation of law, but yet a statement of law might be all that adults are given alone.

For a short distance joining a crossing
where a line may be reversed and by a point
here, there there is a junction only, not an effect
of junction is nothing, none of the 11 of them. A short
one would be needed across. American are
102 1-9 100 1-5 100 1-10 100 1-10 100 1-10 100 1-10

An Intermediate child is defined as one who
after 2 years after coming to the U.S. has
not yet learned to speak English. This would
be a very large number of children who are
in the first 1000. and would be in the first
1000. of the 1000. of the 1000. of the 1000.
who are to be dealt.

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1000. of the 1000. of the 1000. of the 1000.
who are to be dealt.

But a child cannot have a child born
before a man, & a woman is legitimate &
married in the marriage of a woman; not so by
a child born on 5th 55 1864 454. 455. Vol. 524

A child born in the same manner
that a child could not be according to
course of nature & father of it is illegitimate
1864 50 - Vol. 541. The ordinary common
time is about 9 calendar months wh. may
be longer or shorter according to circumstan-
ces Palm 9. Vol. 541. Vol 355 Col. 123 & Vol 2
1864 50. A child born within a usual
period after a death of a father is presumed
legitimate; & born after a time he
is presumed illegitimate. But we pre-
sume he may be settled to L. 8 Vol 3
541 Palm 9. Vol 355 - 1864 50 Bull 114
114 Ch. Ch. 485

As a widow marries in need
after a husband's death and a child
is born at not a service as if it may be
child of either, child it is not necessary
have his election to believe a service
when he arrives at a man of a service to
Col. 8. Vol 355. This supposes all after
in meeting his true father, then a claim
of time to be waiting

It is said that no person can be proved
 innocent of a crime by his death for he may
 have been innocent of the crime to which he was
 put to death. But it is not a crime, such
 it holds in the law as between an elder and
 a younger child and a younger legitimate
 son or daughter and a younger illegitimate
 son or daughter. In marriage
 law even after Act. 120 in c. 485 340 410
 1 Bac. 315

Since it is said that no person can be proved
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 a younger child and a younger legitimate
 son or daughter and a younger illegitimate
 son or daughter. In marriage
 law even after Act. 120 in c. 485 340 410
 1 Bac. 315

To exclude a legitimate son
 then must have been an illegitimate
 son born in a state of wedlock and
 to his issue, during his life or right
 may be admitted in children unless
 at his death cannot take by exclusion
 of legitimate blood. 120 in c. 485 340 410
 1 Bac. 315

The Legal Rights & Incapacities of Illegitimates

His rights are as much as he can
acquire only. He is not of his it is to and
except his own issue 1 BL 458, 9 But 42 is true
it does not recognise a man within y. prohibi-
ted degrees 5. Mod 158. L. R. 68 Com. 2. 2
1 BL 458

And it has been said if a son of a
Baron must have y. consent of his father to marry
1 L. R. 25. 100 But it has been lately overruled
in 1 Haggard 337 11 But 12th Edition 580
1 BL 458 n 11

The extent of a maxim of an illegit-
imate child is nullius filius is y. it as-
pires only to y. L. of inheritance Lit 1188 1 D. R. 1
Co. L. 118 1 BL 458. c. 1 But an illegitimate
child may acquire a surname by reputation
to be a legitimate to L. 3. 1 BL 458. g.

And he may become a man by a name
thus acquired, or under y. name & description
of a y. son of a father having acquired
y. reputation of being a son of B. For. 298
Co. L. 3 Per. 125 12th 405 Co. 5 But we cannot
take as "issue" of B. for issue is synonymous
with his name he is to name to L. 36

A Bastard can have no heirs except
from direct descendants, for collateral
must be traced through an ancestor he has
no ancestor to L. 3.6 18459

By 2^d of settlement of an illegitimate
estate is by birth where he is born, & does
not inherit or succeed to settlement of his
parent to 18459 18459 18459 18459 18459
A who belongs in one parish in work, in
parish of B, & father parish must support
child even if it remains with mother
in former parish during year of age
here it is carefully may

For above rule there is one excep-
tion i.e. where a frame is practiced by
one parish and by another parish or other
it can be parish of mother must support
child & where mother is driven to another parish
for some of having child there then
18459

Custom as to Town's Children

If Parents are bound to support of illegitimate children
The child is a laborer
by St. 184573. & by 184573 3 Char 13.214
Char 2 & 5 Geo. 2 & a 3rd of names

In England, a father or mother who is a putative
father & mother both contribute to its support
1 Bl 458 (Hena's complaint is made unavail-
ing mother on oath before a magistrate is
rather of opinion & he is not before a magistrate
as a child enquiring & he is he is not a commitment
or binds him over on bail to a County Court
the Ct has final jurisdiction

The mother who is a complainant is allowed
from necessity of a case to testify. The m-
an issue is a father is a crim. matter to be
judged is merely civil. The oath of a mother is
not conclusive but is *prima facie* evidence. A mother
is over on a father vide *Smith* 109-10.

It is immaterial under an St. of the m^d
declaration is a father at a time of his travel
or minor as it cannot be established the same time
in case the husband begins it is then necessary
1 Root 107 1 Day 278.

The Ct. is found guilty of a mal. mag^t
is of the bail for a mother who has a mal. mag^t
arrested & a fine. *Smith* 109-10. *Smith* 109-10. *Smith* 109-10.
5 J. 2. 373 *Smith* 109-10. *Smith* 109-10. *Smith* 109-10.
his wife is arrested on a mal. mag^t in civil case.
as Ct. on an ex. at a end of every 3 months the Ct. has
and has been decided to be a mal. mag^t 109-10.

Vide 5 Man 517 2^d 156 *Comstock* 109-10. *Smith* 109-10.
10. 155 *Smith* 109-10.

III. The duties of parents towards legitimate children

ren

The duties of parents towards legitimate children consist principally in Maintenance, Protection & Education. Maintenance consists in providing necessaries. 1 BC 445, 7 Reg. 500

1 The duty of parents to support their children is absolute & unconditional except so far as they may be entitled to the assistance of a parent (or parents). This duty of parents is not necessary i.e. when a parent is unable to support, 1 BC 449, 1 Br 100. 1 Bro. L. 258, 387 32th 309 32nd 37. In the latter is enforced in 143 Eliz 1 BC 448 and in fact by a similar Stat.

This duty extends as well to grand-children as to parents. The parent are unable. Nor does it altogether cease with infancy of a child. For in our Stat. provisions all persons, male and female, who are not able to support themselves, must be supported by their parents or Grand-parents provided they are of ability. In the latter as to adult children 1 BC 448.0. Stat 100

But parents are not bound to support adult children if by accident or otherwise they can support themselves. 1 BC 449. This obligation of parents towards adults is reciprocal, i.e. children may be compelled to support their parents if the parents are unable. 1 BC 449. 1 Br 100 & 11 Reg. 345. 14th 153

This mutual obligation held on to be in-
ter related by consequence & not be in-
ter related by affinity; therefore by this
a person is not bound to maintain his
stepchildren without reference to the wife's
absolute consent. 1st 2 L.R. 1454 4th R. 119
15, 100 3rd R. 2 / 1st R. 2, 200 / 3rd R. 265 2nd
353 3rd 955

Now if a man does maintain the
step children of a former husband by his wife
it is a right consideration to support a marriage
by then to repay, when made after full age
4th R. 70 1st R. 20. The according to marriage
would not be a consideration and to support the
same as when a wife would, especially as
the father is not a married man would seem
to be a consideration and to support a marriage
1st R. 408.

Neither is a man bound to support the
wife's parents, from reasons of policy 1st R. 345
This duty to support children does not ob-
lige him to disinherit them for a child's
wishes out of a relation to a man & relation
does not affect his death & child's death. 1st R.
449, 450

The obligation to support children
is imposed in the same manner as a relation is
imposed as a memorial to a child's death
of which a man is not bound. This obligation cannot
be imposed by an act - at 2. 1st R. 80 20/85

On y other hand if remedy for necessi-
ties furnished to infant children may be
forced by an action at Law, for y obligⁿ is
'absolute Behav 97 35th R. 1. 251 13 Wm. 480

The memorial may be lost by any
one of these relations, who are within y St.
or by y select men of y town, & all y parties
concerned are cited before y Court & main-
tenance is proportioned according to y several mil-
lities. The order being made y parties are bound
to give security to perform y order of y Ct.
If such security is not given, quarterly
executions will issue against y delinquent
bond, in y name of y memorialist

2. The duty of Protection is rather
difficultly enforced. Thus a parent may
uphold a child in a Law suit without
being security of legal maintenance. He may
justify a battery in defence of his child &
y child may marry as y son & give ad y he-
rent 1 R. 452. 4 1 Star. 83. 131 Cro. J. 296

3 Education Law St. provides y parent &
parent ^{guardian} children & ready y g. Law is well, the law is
perad Law is. State if not sure to do. to each = some
short or longer education. The children are under train-
ed when have to neglect the education of y children to take
then more of parent's duty under previous laws, males until
y age of 21; females until 18

Rights and Powers of Parents

Parents have a right to correct ^{minor} children in a reasonable manner. 1144-190. Be 442. But parents are not an absolute authority to chastise or discipline, and if a parent exceeds the bounds of moderation in such treatment even the use of manacles on a child or on a next friend may have matter in it here and there may be subject to a public prosecution, but if he does not greatly exceed the bounds of moderation in the discipline he is not liable. 1144-190. Be 442. 55

This power of correction may be delegated by a parent as to a Master in. Parent is not liable for an assault on a minor child. 1144-190. Be 450

Parent may also require a minor child to appear in court. 1144-190. Be 452

But a father has no power over his infant child except in a character of trustee or guardian. He is liable to account for a child wronged by him as either by an action of account or by a bill in equity. 1144-190. Be 452. 3

But a minor child is entitled to all prob. wh. he acquires otherwise than by intestacy or by prob. a parent has no right except as trustee or guardian. Be 453

Hence a parent is entitled to an action per quod as anyone who has beaten or injured a minor child in wh. loss of service is occasioned. If a child is bound out as a apprentice, & master is not a parent is entitled to an action 940/3 13C453 En. C. 645

Hence also an action will lie with a per quod will lie for enticing away a minor child.
Rea. R. 233

For a immediate personal injury wh. a child may receive he himself is entitled to recover: it is only for dam. s. consequential of a father is entitled to recover Cro. E. 55 & 56. 2646 And if a parent has incurred an actual expense in consequence of a personal injury to an infant child, this he may recover in addition to dam. s. provided such expense is specially alleged 3 Wils. 18 Ray 259

And upon the same principle a parent is entitled to an action as anyone who has seduced his minor daughter, in y^t case loss of service is a natural consequence of action L. R. 1032 13C453 3 Wils. 18 Ray 259 2 J. R. 158 11 East 24 2 Sel. 1383 Master's L. Rev. 65 1100.

So too in an action a parent may recover y^e expense incurred during a daughter's illness provided it is alleged 3 Wils. 18. Ray 259

But a loss of service is not a rule of dam. s. it is y^e rule of disburse wh. is subject to a plea of y^e ground of action 3 Wils. 19 13C453 11 East 23 2 Sel. 1087 1085 3 Wils. 18 Ray 259 Rea. R. 233. And the law is the same with respect to a child's expenses 475

This is apparent from a fact of which a slight
amount of service is sufficient 25. R. 108 L. 1000 - and
it is sufficient if she lived with her parent, she is a
slave her servant 255. 293 The character of
gladness determines in a great measure a part
of a man's character previous may be proved
either to induce or mitigate damages 2004 472
In cont. action has failed where there was no
reduction in the father permitted by daughter
to live as a prostitute to a maid to have not
her service Dec. 2. 249. 030 Dec. 2. 27

That it is a fact of action with notice
in a daughter is in some cases proved to be
a servant 3 Dec. 1870 L. R. 1032 25. R. 168 5. Mod
127 1 Dec. 379 Enc. E. 50. 770.

Under age a daughter is not a slave
if she lived with her parent as servant or lived
in his family as a member of it subject to his
domestic service. Hence a record was made
(3 Dec. 87 25. R. 108 2 Dec. 084 daughter was 30
years of age was of full age & continued to live
with her father as servant in his household
fact & no cont. need of service was in man-
er 2 Dec. 084 Hence a child is not in such
case emancipated 5 Dec. 252 East 528 2127

A daughter under full age is in general
not a servant of course unless admitted
to a master 5 Dec. 45 Dec. 084 Dec. 085

The next is either or maintaining parent
may have y^e action of course for an injury
to an infant daughter unless some other
person has a right to y^e action as a master
for it is y^e relation of Master & Servant out of
wh^{ch} y^e action arises

Tr. Ct. says y^e daughter should be
resident in her father's house at y^e time of y^e
injury done; Cites 1d. Mansfield Tr. Ct. 345
But 1d. Mr. never laid down such a rule;
in y^e case before him y^e 1d. the daughter
was of full age. He (Tr.) says y^e daughter
must be a minor & cites again 1d. Mr. 1d. Mr.
held no such doctrine & y^e 1d. is clearly set
aside y^e she need not be a minor. (Tr.) cites
Bar. 8751

This action lies for any one store-
ing in loco parentis as a Master 11 East 22 Bea
55 So the aunt of a female when a female
resided with y^e aunt 2 T. R. 4

In y^e action a daughter is a com-
petent witness either in a Pl. or Del. for
she has no interest 3 Mil 18 1 Robt 472 Tr. Ct. 345
This action tho laid with a requisite is not
for special damages, may be made thereby
or more tractable; but it ought to be made
to be care 2 T. R. 57 2 T. R. 52 2 T. R. 522. 117 1 Kel
012 5 East 388 5 T. R. 351 or 135 That the case is in
trial 11 East 388 18-5 Bea. 2. 233 117 2 T. R. 4 2 T. R. 247

But where a child has illegally entered
a school or other place or otherwise committed an inju-
ry there is an offence of another kind; but here
a woman is entering by agreement L.R. 1032 2 JR
1788 Sal 100 3 T.R. 292 14 Mass But in y case
can justify entering a house as by a license
or any member of a family, it will defeat
action 2 T.R. 155

It has been a question whether an action will lie
for merely taking away a minor child without
causing loss of service or consequential inju-
ry, according to some it will for a parent has
a right to educate his children; but y
weight of authorities are y action will
not lie except by a legal law, when y child
at law was taken away; for in 12 cases y
parent had formerly a right to y welfare
of y child's marriage & the case has long
since ceased (see 2 T.R. 360 380 3 Burr 159
1880 30 L.J. 90 200) There is no necessity for notice
for a divorce alleging a husband has
a right of action 3 Burr

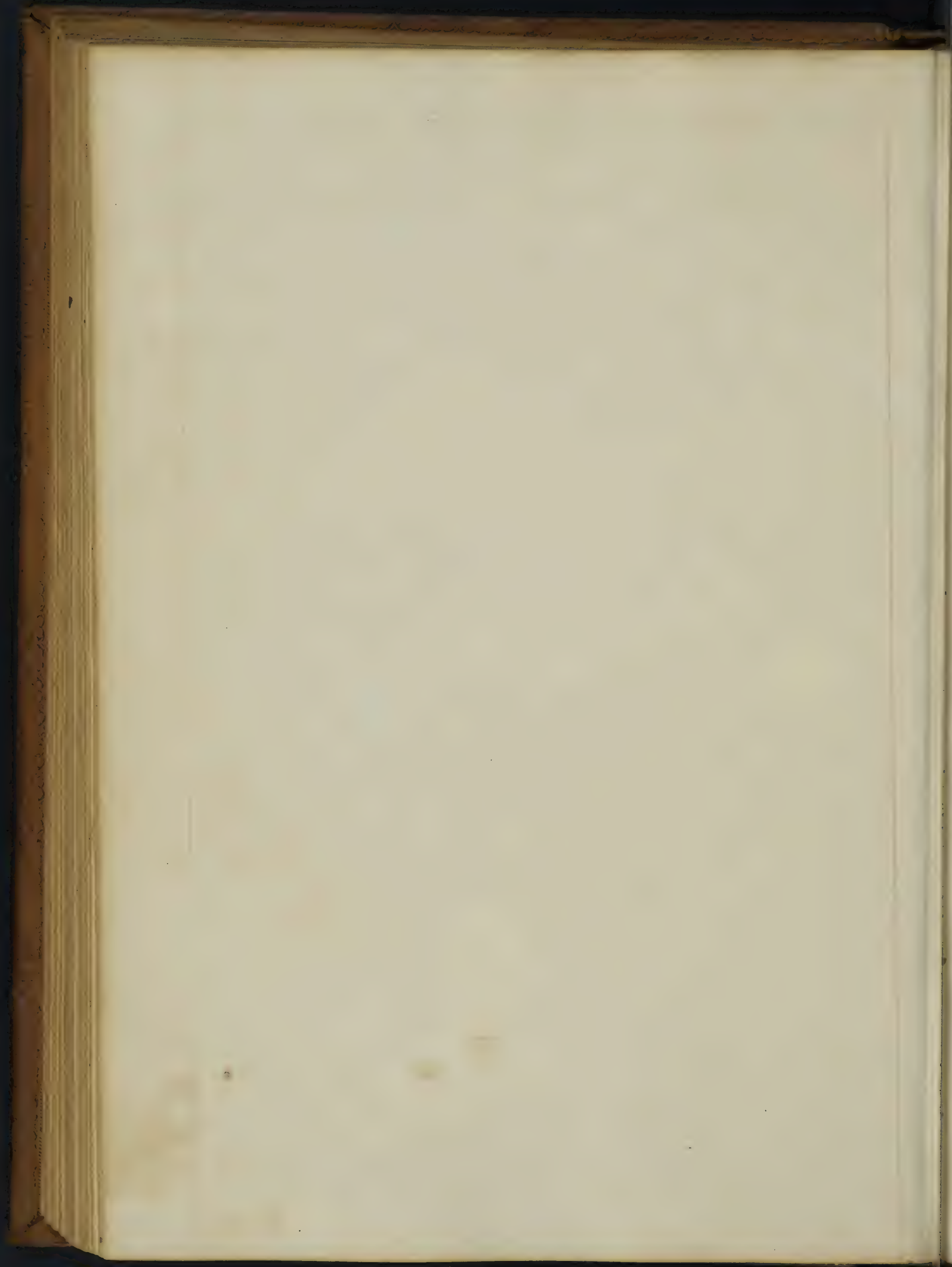
Parental authority is said to cease at
the age of 21 This is to be so in a child man-
ifested by a tendency to live as before in a separate
family The true rule is, y child must
manifest emancipation at 21, but he may re-
main in a domestic or parental family as a servant
25 288 1 Burr 520 2nd 275

How far a parent is liable for acts of his child

A parent is as much liable for the crime committed by any of his children being minors. But he is liable to precisely the same extent to which a master is liable for the tort of a servant. If then a minor will commit a tort through negligence or ignorance as to what another is doing he is liable either expressly or impliedly; if father is liable.

The parent is not otherwise liable for a contract of a minor child, than a master is for that of his servant; except in the few necessities.

But it is a parent's not liable for crimes committed by his child. But in certain cases by statute of state a parent is liable to pay fines upon conviction of crime, as in a case of habitual or reckless neglecting military duty &c.



Guardian - Hurd

Different kinds of Guardians

A Guardian is a temporary parent for one standing in loco parentis

In Eng. & Amer. - any charge of a person
last of y word. BC 450 but does not mean it
both are under a same guardian; but if it there
under some guardian

In Canada E. I. Law is well known
but 4 kinds of Guardian

1. Guardian *stipis* - i.e. a person
out of y Military Service obtained an
order of y Govt. of Brit. service assigned
to an infant. This is under the term of y Govt.
to all ends within his powers. The guardian
was not accountable for a profit, but
later was assimilated in a Guardian. This
was abolished with military services at the
revision 1870 to L. 85 N. 11 & 86. 57. 5

2. Guardian in nature, one treated
as confined to y father same to y mother & mother
1848/1849 (1849) (1849) This is correct for
Father Mother or another master nature
also in nature. The latter is of course retained in
1848 & L. 85 N. 11

This species extends only to person of y ward
d only to y heir apparent Col. 88 n 12 - and it
has been questioned whether a daughter can
have such a guardian 300 350 Col. 88 n 12
Col. 84 n 88 n 12 By a l. of Col. all children
are heirs apparent. There is a natural guar-
dian as in case of both a person & of the
ward but if none of guardians here as far
as it exists does not correspond with y Eng.
Guardian

The natural guardian is called y natural
Guard of all children but by y is meant a
person designated by nature as y proper person
to be Guardian

3. Guardian in socage wh. arises
from tenure & takes place only when a
person under y age of 14 is seized of land by
descent wh. is held by socage tenure 10th Ed
175 # 364 12 Col. 87 (b) 88 n 13 It belongs to the
nearest relation by blood who cannot by any
possibility inherit. This Guard. may cease
if wards land will be arrives at y age of four-
teen It extends to his person in civil & real
and personal rights not even rent & profits. Pol 40
Art 17

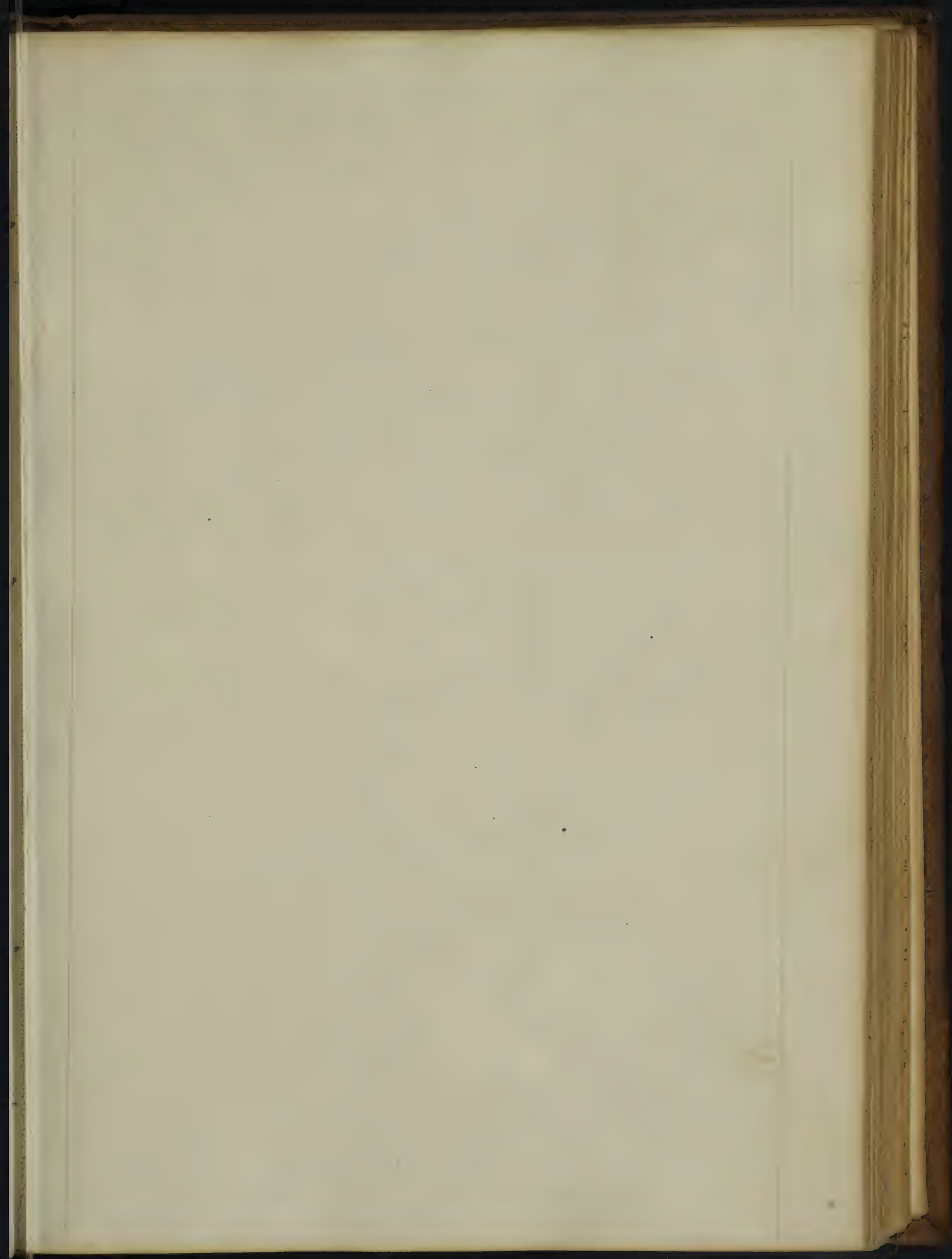
At 14 The ward may take possession of
y Guard. is accountable for y profits (L. 1123
10th Ed 12) according to y law. But y as every other
Guard. may now be superseded by y appoint-
ment of a testamentary guardian

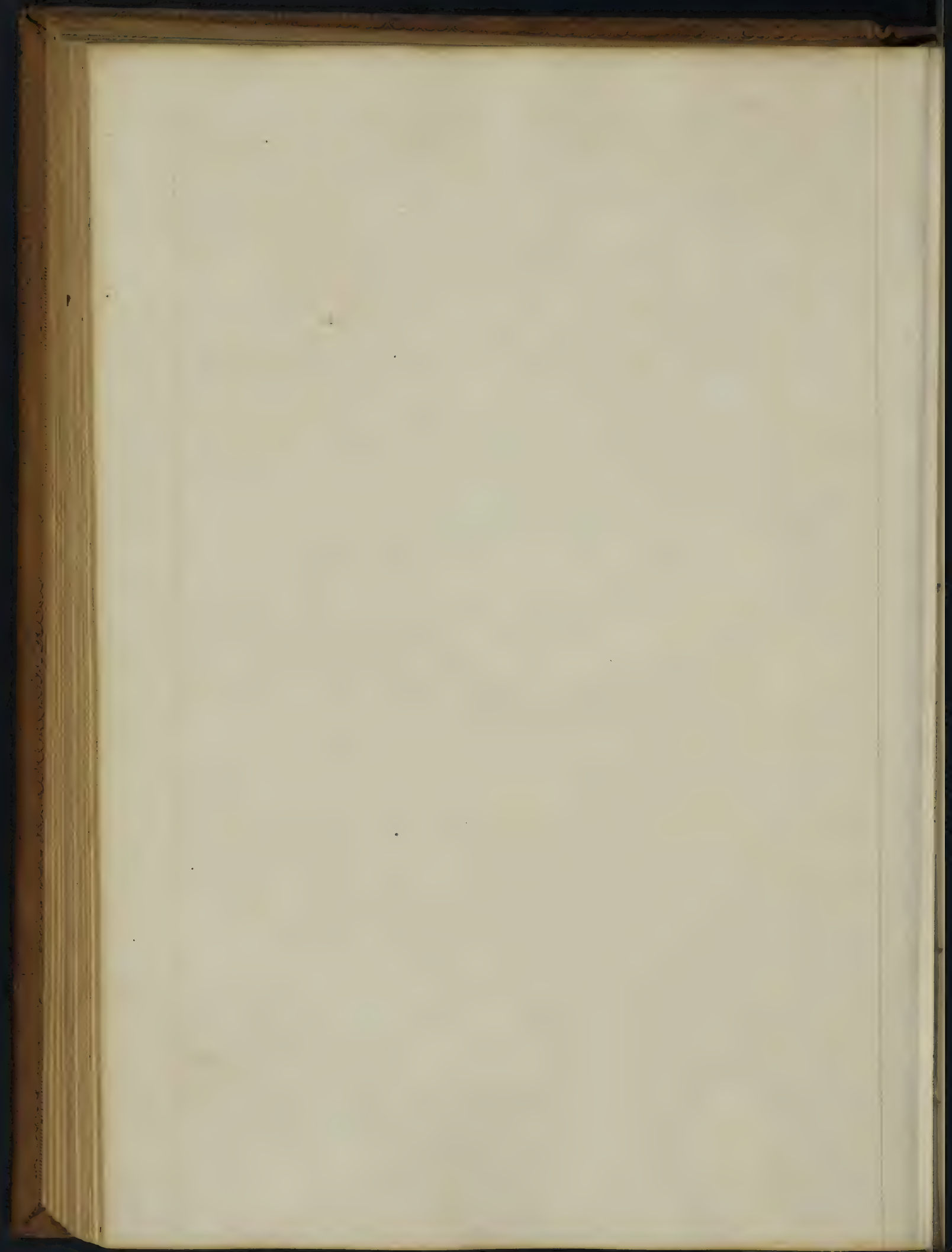
The Councilman may arbitrate a transaction
and determine the same & may make and
give bonds for faithful performance L. 26.2 Dec 19

3 specimens obtained by accidentally
throwing a net to a house where it was
when an other specimen is obtained a net
was thrown over it 17/3 Nov 1893 30.14.92 30.14.91
11.2.1892 182 m. 2

[illegible]

in cont⁺





In Court, there is no Guardian in Chancery, in vacuo, he is not what we have but 3 kinds of Guardian in Court

We have 1 Natural Guardian, 2 Guardian as appointed by Court of Probate & 3 Guardian ad litem. The ^{father} of course is natural Guardian & it is his duty to provide for the infant by death of father & mother is usually appointed guardian by Court of Probate; but another person may be appointed during her life; but the infant may remain with the mother. (Mod 131)

While father is living no other person can be appointed guardian unless father is removed by Court of Probate & then he can be done only for special cause. It is Court's duty to appoint Guardian

2. By appointment of Court of Probate when the infant has "no parent Guardian or Master" i.e. if the infant is of an age to choose a Guardian it is the duty of Court to summon him to appear before Court & decide when he wishes to be his guardian but the Court may be satisfied or not by it as it sees proper. If the Court neglects to make a decision of Court may appoint when it pleases. When the infant is not of age to choose a guardian of Court must appoint without summoning the infant. I think there is no ground for distinction taken in Court between male & female infants.

It of Probate may remove a guardian
whenever it sees proper & Root 323 It is
held up a ward has a power of visiting & with
his guardian the guardian does not live
in a place of his father's estate & by gift and
in removal Root 342 & 310 But if by gift
becomes charitable & G. thinks he might be
removed

If a Guardian is appointed for infant
before he is of age & chooses out for himself
of guardian continues till gift 5 age of 21
when he chooses another when he arrives at
of probate see hist 252. 288

It of Probate are obliged to take receipt
of a Guardian for faithful performance
of his duty & to account for a probate of his
gift 21 etc when he becomes of age or sooner if
by complaint he is called upon & if gift has
been made of bad nature with mischief
The Guardian is accountable to account
before a gift age of 21 by gift of Probate
not by gift Root 512

In Eng. all guardians exact & there is
a summary suit account The usual remedy
is Eng. to compel a guardian to account is
made bill in Ch. & a bill of account
is almost gone to disuse in Eng. But in
France & action of account is yet frequent
for by our High Court auditors have almost all
upholders of the Chancellor in our action of account
Root 459 & Bac 579. 587 & 2089. 2088

In this it is not unusual to allow a
guard to account annually for his conduct
in relation to the children's "sufficiency"
may be compelled to account at any time
1 Bro 177 129 Ca 137 260

So too in case of misconduct or reason-
able ground to apprehend misconduct of a
parent the court may compel him to give security
or remove him if he will not Reg. ca. 251
2 P. 12-01 2 Bro 177 130 463 1 Bro 44 2 Bro 442 1 Bro 130
2 Bro 1096

Whether guardians of parents are bound
to maintain at their own expense a ward 1 Bro Ch
387 3 Bro Ch 349 1 Bro 255 The Court of Chancery
or rather will sometimes allow a child's estate
to be applied to his education if a ward
when a parent is not of ability to do it
See Ex 328 1 Bro 100 et seq. but a parent
must show his inability 3 Bro Ch 399 3 Bro
Ch 20 4 Bro 223 2 P. 12-01 3 Bro 733 15-122

Thus where a widow having child-
ren by a former marriage marries again
and being guardian to those children may
apply at first to the court 1 Bro Ch. 208 1 Bro 130
Ca tra 2 Bro 303 denied! It has been said
if for any thing more than ordinary support,
parent might ably a reasonable part of the
cost 2 Bro 359 2 Bro 137 255 Denied L'Anson
et al There can be no general laid down
but must depend on a description of the nature
and circumstances of each case 3 Bro Ch 390 Bro Ch 135
1 Bro 130

In court when a guardian of infants who
are ~~present~~ ⁱⁿ ~~the~~ ⁱⁿ common may make res-
tution to the infant's minority guardian or
next friend may be made by partition
1 Bac 584, 250 (3 Bur. 180) That infant may do
y same

If a ward's creditor accepts a compromise
more a less than y^e is due, y^e guardian can't
take y^e advantage of y^e compromise, but must
give it to y^e ward 2 Bac 587 2 El. ca. 245
As far as regards y^e ward's prop. y^e guardian is
a trustee & if a stranger enters upon y^e
ward's land & takes y^e profits tortiously y^e
infant has his election to treat y^e stranger as a
trespasser or as a guardian & may by bill
compell him to account as a guardian
12th 489 11th 435 12th 55. 14th ca. 280 2 Ver
295 342

And if a creditor continues in posses-
sion of y^e land after inf^t attains full age he
may be compelled to account for y^e whole time
1 Eq. ca 280 2 Bac 587 Every guardian must
allow interest on y^e money of y^e ward in his
hands unless he can show y^e he could not
obtain interest, for it is a neglect of duty,
2 Ver 529 Where debts are charged upon
y^e estate of y^e ward it is y^e duty of y^e guardian
to apply y^e ward's real prop. to y^e discharge
of y^e debt, he cannot pay y^e debt out of his
own funds & thus charge y^e ward with in-
terest 1 El. ca. 155.7

If a ward is under mortgage it is
y duty of y Guardian to allow y benefit of y
etc. to discharge y interest & if any surplus
to y principal of y debt R.P. 279 A guardian
has no right to invest y ward's money in land
if he does & takes a deed in mortgage of the
ward's land when he attains full age
may elect to take y land or demand y money
with interest 12 ex 435.6 But the ward
die without making selection his exors will
have y money & his heirs cannot have y
land, for y right of election is confined to y ward
himself 12 ex 403.435 This appropriation was a
warranted act

In case a guardian in accounting for y
ward's money is obliged to have a balance
interest, but if a guardian who is directed to
distribute it in any way & he appropriates
it in a manner differently, or ~~invests~~ invests y money
in land or principal & interest, or y profit he
arising out of y guardian's appropriation
R.P. 629 The Chancellor in Eq. exercises a
great power wth regard to y marriage of
inf^t wards. He may, for instance, grant an
injunction to prevent an improper match
Tail 58 4 B.P. 111.562. 12 ex. 100 A.D. 1713 y
ward is not married when y guardian is guardian

The Chancellor may in y^t case even re-
verse a bond which would so far as is necessary
to protect him or her from y marriage
R.P. 112 Tail 55 32 & 304

It has been said that a guardian has
a power to bind a ward to a trade in court.
but I. G. does not know whether it is or has
The Father has no counter y^e power

The guardian has power of a female
in the prop. after her marriage, if her husband
is not an adult 18 or 21. The guardian has
over a person of a male in the case of a marriage
but continues over his property.

Settlement

1. A Foreigner cannot gain a settle-
ment in any town in Can^a unless by a vote of
a town, or by consent of justices & civil
authorities, or by being appointed & executing
a public office; if he has no need there for
occupation he may be removed & removed
to leave a town. By a foreigner is meant
one not an inhabitant of a State or U. S.
See also the "Indians"

2. No citizen of another State can
gain a settlement in a State if he has
none of the above qualifications, or he posses-
sed in his own right in fee simple, with-
in a State where he remains here or has
remained in a town for one year for one
year to a value of \$334

3. A person who in a state can gain a settlement in another state in a state in which he has no other qualification or real estate in full of value of \$100 or has resided in a town six years, paying his taxes, and not being chargeable to a town within a period of six years he cannot be removed unless he becomes chargeable

A descentible settlement may be acquired 1 By birth or parentage The place where a child is first known to exist is presumed to be his place of settlement unless a contrary is shown. 1 Bl. 352 East 433 Sel 485 1 L. R. 567 Comb. 354 If a parent belongs in A a child should by some means be born in B his place of settlement would be A

If neither father or mother have a settlement in a county or state a child is settled in a town or parish where born East 433 Comb. 354 1 Bl. 352. 3 1 L. R. 567 So of illegitimate children

In a case of legitimate children in a Reg. L. 2 of illegitimacy in Count. of presumption of settlement may be rebutted
1 Bl. 353

2. By Parentage, if settlement of a father or maintaining parent is of a child. see Sel. 528 1 L. R. 1473 3 L. R. 114 Blair 140 cases 371.2 Kirk. 202 5 Day 159 7 Cant. R. 500 up to last of reports

In Count. an apprentice child can settle
with its master. it has no right to leave
after 14 years. Root 155

A child's settlement regularly follows
settlement of its parent, as if a parent would
acquire a settlement in another place, its
child acquires same 352. 4. 118 & 1179 4. 118 & 1179
But settlement can 40. 54. 270. 538 12. 438. 83. 1179
In father's case a settlement of 4 in 12. child
acquires follows of mother, but in 4. 12. 1
where mother marries a new husband for
she is no longer maintaining parent But
settlement can 40. 54. 372 2. 2. 14. 3. 945 See 40. 528
3 259 See also 12. 14. 3. 945 & 1179
is otherwise but can not acquire a settlement
law in 12. 14. 3.

In Count. a word while residing with
a guardian acquires no settlement. Root
1179 See of Malboro vs. Selva Count. 20. 117
No person can have more than one settlement at
any one time. Hence a child acquires a settlement
with its mother, which is a loss of the right to
settle with its father. Hence a settlement once acquired cannot be
lost but in acquiring a new one But set-
tlement can 370 See 528. 9. 130. 303

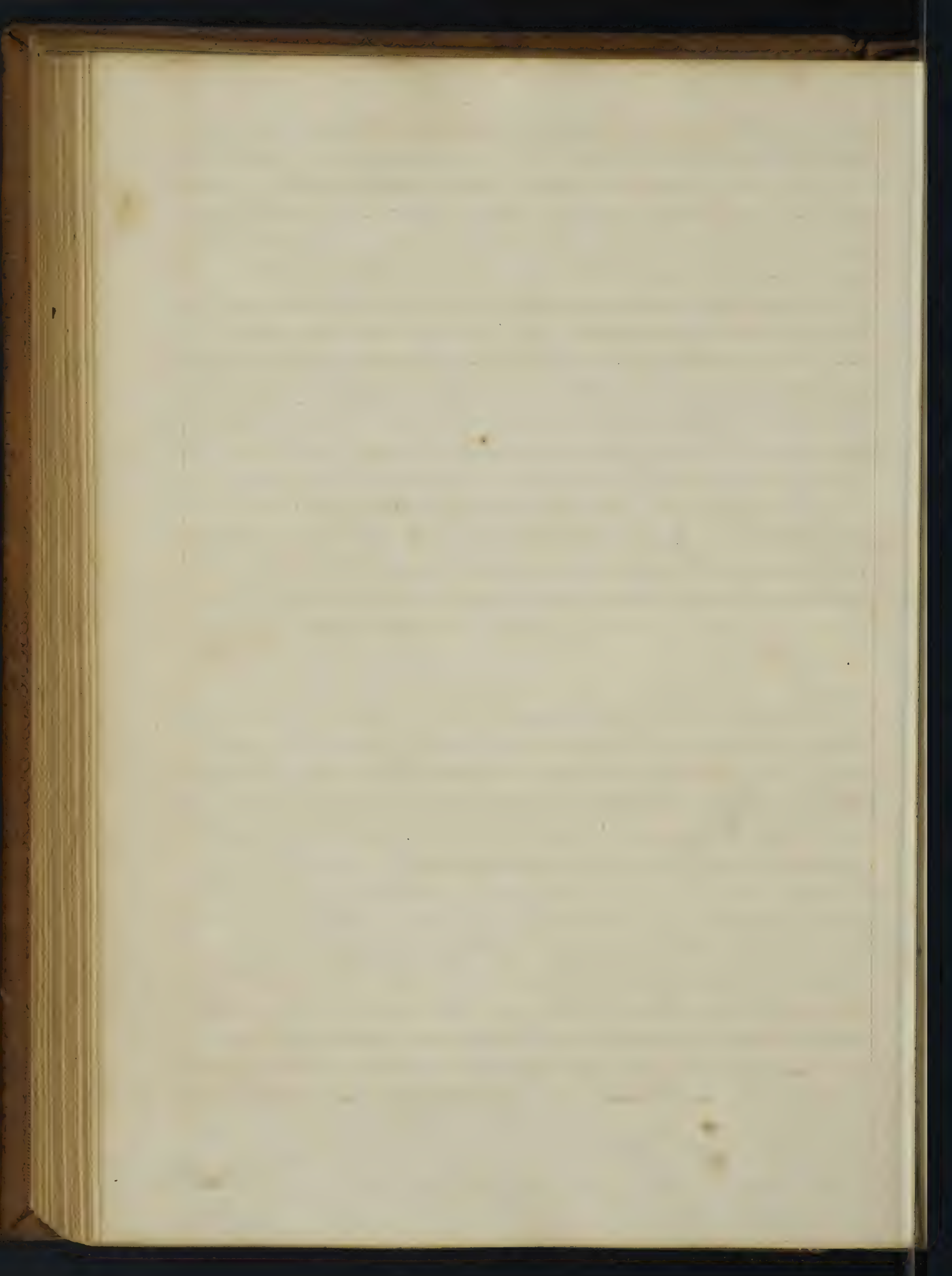
In Count. an apprentice never gains a settlement
by commorancy. in Count. now gaining for himself a
settlement or commorancy ~~is~~ is not acquiring
a settlement to a master & in acquiring a
settlement it is said to be characterized by
507 352. 118. 355 116. 354 See 12. 13. 2

After an infant is emancipated it does not follow a settlement of his father or mother as in the 1st. 2. 115 355 80 470. 50 589 120 520. Bur-
 netten + car 270. 335. 500 1111. 183

The emancipation of a child may be at-
 tained in 4 ways 1 By attaining full
 age 35. 2. 355 2 By marriage 3 By gaining
 a settlement of his own 4 By contracting
 an election inconsistent with his remain-
 ing under a care & sort of his parent. That
 is in no case in the case of a domestic
 contract as in the case of 1 Bur netten + car 270 1111 183
 35. 2. 355 2 57. 2. 589 90 115 120 438. 501 car
 525 Bur net. car. 270 3 35. 2. 355 4 Bur
 net. car. 335 5 35. 2. 470 6 247

Attainment of full age is not emman-
 cipation if a contract is in force at the time as
 was the case after full age 35. 2. 252 220 270
 10 525 And in the case of a settlement
 follows it of his parent even after full
 age. He may live with him when emancipated, as a boarder &c

By marriage a wife acquires a
 settlement of her H. 12 544 100 588 100 303
 Bur netten + car. 107. 370 100 200 100 500
 Bur netten + car 120 100 100 100 100 100
 was a woman having as it was formerly held
 by her settlement was suspended during her
 married life she married her H. Bur netten + car
 120 12 544, 588 Root 200 200 now her H. 100 100 100 100 100 100
 was a woman married to a man who was not a
 her. H. 100 100 100 100 100 100 100 100 100 100
 Bur net. 370 370 100



Master & Servant

A servant is one who is subject to y^r personal authority of another. A Master is one who exercises that authority. Subjection to a L. is not servitude. The authority exercised by y^r Master is generally in virtue of some compact with y^r servant or his Guardian. There is sometimes in this country as in y^e case of slaves.

There are 4 species of servants at C. L.
1 in most of y^e States 2 Slaves 3 Apprentices
4 Menial servants 4 Day Laborers
5 Agents of any kind. The first class is not
known to C. L. 1 B. C. 423 - 1 Wood 464. y^e Sept 1
Jul. 1886

Those of y^e First Class then are Slaves.
It has been doubted whether Slavery was
ever recognized here. S. G. thinks it was, see
B. C. 423 et al. 1 B. C. 211-19

The C. L. recognizes no species of Private
Slavery. 2 y^e local Laws of a foreign Country
as to Slavery will not be enforced in Eng.
it Foreign Slave landing in Great Britain
is ipso facto free to L. 796m Jan 424. 1886 L. 796m

Villains under y feudal system were a
species of slavery vide Lit. s. 94. 204. 189 2 R 94
This has ceased to exist in Eng. for y species of
slavery arose from y species of tenure which was
abolished in 1712. Elias 2 at a restoration 2 R
15 Lolt 5-3 Hume's H. C. 307

It has been doubted whether slavery could
ever exist in Court because we have no st
expressly authorising by st it. But it has
often been recognised by practice & by sts
& by long acquiescence & by decisions of our
superior Ct 2 Root 304. 517 Contra in Mass

It has been held in Court that a man
cannot maintain Trover for his slaves
& S. G. thinks correctly because a slave is not
a subject in wh. an absolute prop. can exist
2 L. R. 274 Sal 666 Contra 3 Feb 785 3 Lev 201
Tres. vit. a per quod might

But it has been determined y a slave
might be sold on execution The body of y
slave is not a masters but his personal ser-
vices are his Hence an action for taking away
ones slave must be a same as for an abstrac-
tion taken or enticed away Sal 666 Still
our Ct held y a Master has no power over
a slaves life & y a slave might be sold not
in a same manner as a minor child
might & y a slave might sue his Mas. for
taking his prop. by his next friend 307.

-It has been held in Court that if the
Slave married with y consent of y master
he is ipso facto emancipated for by y
marriage with consent of y master in-
curs certain domestic duties wh. is his
duty to perform & is paramount - that in-
consistent with a state of slavery vide
3 T. R. 356 & 11 Bl. 511 3 Bac. 547 vide Litt 5187
& Bl. 93-4 cannot be supported J. J. thinks

It is L. in Eng. if a wife married
a villain they were not emancipated. if she
married a freeman she was emancipat-
ed during coverture, if she married her
lord she was forever free to L. 122a) n
135(6) 137(6) Perk. 314

An illegitimate child of a slave
(female) was by y Roman law a slave
for "partus sequitur te" By y Eng. L. con-
dition of y child followed y father but
an illegitimate has no father & Bl. 93. 4 Litt
1187. 8 Finally 12. States I believe y Roman
or Civil law prevails

The importation of Slaves is made
Piracy by Congress By our St. slavery
must necessarily soon cease

It is agreed by all municipal codes y
an offender may be condemned to perpet-
ual public slavery, a qualified civil slavery)

2 Apprentices are those who are bound to a master for y purpose of learning some trade or occupation 1 Re. 426

And as y St. 5th Ed. every apprenticeship must be created by deed & our Ct in Count. have uniformly allotted it St. 6. Mod. 182 L. R. 1117 Sal. 68 3 Keb. 304 2 Ves 64. 492. 4 Day. 189 Both Poor Laws 525. 528. 530

A defective Cont. of apprenticeship cannot be converted into an hiring by y year If it cannot take effect as a Cont. of Apprenticeship it cannot take effect at all 85. R. 379. Wagland v. Kings Aug. 1808 Count.

It has been said that y relation of Master & Apprentice cannot be maintained unless y word apprentice is used: but J. G. says if y word is not indispensable. but if it appears y such a cont. was intended y Cont. is good 3 Bac. 456 1 Burr's Justice 5 1 East 85. R. 379 1 East 539. 4 In other cases a hard Cont. is sufft

By Law the children of Paupers may be bound out by y overseers of y Poor In Count. there are St. of a similar nature empowering such a power upon y select Men with y assistance of y next Justice of y Peace

All servants except apprentices are entitled to wages. unless, there is a contract to the contrary: L. in this case to say that y services are worth 1 Re 425

Apprentices are in gen. entitled to no wages unless wages are expressly stipulated in y indenture; y L. implies no liab^t for wages 8 T.R. 350 For towards apprentice Master contracts for duties where he is not bound to perform towards other servants. He is gen. bound to provide necessaries for his apprentice

By y St 5th c. 12 man a minor man bind himself in an indenture of apprenticeship, but it has been uniformly held that he is not liable on y covenants, which is effect saying he is not liable at all because y St does not expressly say that he shall be liable on y covenants. The effect then is that while a child serves y man under such indenture he acquires all rights & is subjected to all y duties of an apprentice but he serves, whose time he becomes free on his trade case 179. 445 (see 501 or 515 1 B.C. 428 5 T.R. 715 8 Mod 190 No such St. in Count.

But if y Father or Guardian binds y app in y indenture y Father is bound by his covenants (Doug. 500 or 515 8 Mod 190

But in Mass. it has been held y app in indenture is in common form & ^{he} is not liable for y fault & maintenance of y app; & if indur. expressly binds himself for ~~all~~ the performance of all the covenants ^{that he is bound} 2 Mass 224

In parish indentures & parish officers
are not liable 1 Burr 85. 90 Doug 501 or 518 n
They act officially for & public & are
not personally liable

An app. may leave his Master for
himself 1 Atk. 518 1 Bl. 425. It is said
if an app cannot be discharged otherwise
he deca L. R. 1117 1 Atk. 68. 5 Mod 182 The
meaning must be if an app. cannot be
discharged but by a total agreement of
the Master. Still however it is said that
it may be dissolved by mutual agreement
5 T. R. 109. 10 It must mean an agreement
carried into execution for if it is not
then the Master may retract Seymour vs. Mar-
vil 1 Atk. 518 13 120 Burr. 542 1042
Doug. 250 1 T. R. 635. 1 Atk. 619 530 12 H. Bl. 574

Cancelling an indenture or delivering
it up to be cancelled or to other parties
is a discharge of an app. 1 Atk. 582 2 Bl. 2308
Burr det. cas 511. 274 It has been said that
a surrender to the Master is a discharge
but it is not true tho' it of itself may
discharge an app. 1 Atk. 582. 1 Atk. 140 3 Bac 550
It has never been contended that invol-
vement was a discharge

In Comt. & Ct of com. pleas may
discharge an app. for default of a Mas.
who then may sue for his misad-
vantage of the app. in such cases 1 Bl. 425 3 Bac 550

If an app. should marry without his
Master's consent & then, make a conveyance or a deed
but cannot turn him away 9 Dec 482
3 Bac 550 If Mas. cannot be a Com. L.
assign in a sh. or is not to be assigned
to any third person except being strictly
fiduciary Exception in a case of Lord
Kilbuck 12 Nov 553 Hob. 134 3 Dec 519 Sal 58
Doug 69 An award of costs on a conveyance
between parties, & a sh. shall be as-
signed is void Str. 120

But this assignment does not all
transfer the Master's right, yet a Mas. is void
by a implied cov^t of y^e app. shall serve &
answer the Mas. liable in damages to a
claimant The assignment does not ob-
lige a app. to serve a assignee for an
assignment: yet if he actually serves
assignee he acquires all rights of an
app. & an app. at a settlement L. R 583
Sal 58 Doug 69, Mil 58

But a assignee cannot main-
tain an action vs a sh. or vs Secor.

The Master is bound to keep a app. un-
der his own care & cannot send him a-
broad for a reason of removing him
unless there is an agreement to that effect
or unless a nature of a business requires
it 8 Mace. 238 12 446 Hob. 134.5

- If y^e Mas. dies during y^e appshp. y^e Mas.
Exr. or Adm^r has no control over him 2 L. 35
Sal 58 Jfr 1257 L. R 553 The Cont. then to is
strictly fiduciary. If he has been once held
accountable if y^e Ex^r or Adm^r is bound to take
care of the ship 177 1 Sal 216 Overruled L 53
1257 Martin's L. 67. 295 Sal 65

But whether y^e Ex^r or Adm^r is bound
to furnish necessities during y^e term of app.
there has been a diversity of opinion.
If the cont. is absolute, according to current
law y^e Ex^r or Adm^r is liable to furnish
for all part of y^e Cont. is not fiduciary
1767 781. 820 1 Sal 216 Bro E. 553 May 30
And if y^e Master chose he might, in a prudent
manner provide for such a contingency

If however a premium is given to y^e Mas.
all and y^e Ex^r must provide necessities
for y^e vessel of y^e term, or restore a proportion-
al part of y^e premium Vide 1 Sal 450 1 Alk
149 So when a Mas. has received a pre-
mium, he must allow even for a slight cause
a part of the premium as a certain portion
of y^e premium to be restored 1 Sal 440 Alk
149 3 Bac 550 And in the case of the ship when
they interfere exercise no such authority
Our Court by the exercise no such author-
ity 1 Sal 426 Sal 67 11 Mod 110 Sal 490 1 Bac
314. 3 Bac 550

Whatever an app. earns by his labour during y app-ship. belong to y mas. Str 582 CoL 117a 12 MoC 415 6" 69 1 Ver. 48. 88 The same rule holds when y app-ship is de facto merely Sal 68 6 MoC 59 Whether money or a specific chattel: wh. may be recovered by y mas. as his own do.

These rules hold whether y labor is performed with or without y Master's consent. Even tho y service done is not in y line of y Master's occupation 1 Ver 88 Str 582 12 MoC 415 6" 69 Sal. 68 Co. L. 117a But y rules do not obtain in y case of any other servant except slaves. But if a man is enticed from y mas. he has his remedy for y loss of service: but y rule requires y employer knew y^t y employed was a servant to another Co L. 117a Bro. 553 2 Lev. 60 3 Bac 507 559 (Book 50 not L. is correctly reported) 1 Lilly 72.

As a journeyman is a servant within y^e rules that 1 Ver 400a for forcibly taking away a servant. To resist with a personed lies May 10th L. R. 1117 Dec. 380 2 S. R. 137 L. R. 1032 1 Lilly 72.

By y settlement. Law of 12 p. app. gains a settlement in y place where they served y last 40 days: but here no minor can gain such a settlement By Court. If it an app. or other servant abscond from his master with y^e right to sue he is liable y^e rule not for gain as to mas.

3. The third class are called menial
servants. If a servant is hired as a menial
for no particular time, i. e. continues
living to be for a man. The servt cannot
leave or mas. turn a servt away by
himself or by order (1 Bl 425 Fitz 180 3 Bac 545)
unless by mutual consent. This is not
a practical rule in this State

But a menial servt may be turned
away for intemperance or any act of moral
turpitude 1 Bl 425 Chm

4. Day Laborers wh. are hired
for days, weeks, or years vide
1 Bl 426.7 They may be retained by parol
a deed is not necessary

5. Agents as Factors, Brokers, Sher-
riffs &c. Agents are servants in rela-
tion to such acts only as a loty, both of
employer 1 Bl 427 1 Wood 469 am-252
207.8 The principal then has not y some
control over y class as over y other class
for they are not subject to his personal do-
mestic government. They are bound in
law then to act according to his instruc-
tion & strictly to pursue his commission
for his own safety & of his employer
1 Wood. 469 em. L. March + B

A Factor is a Foreign Commercial Agent. A Broker is one residing in the same country with his employer. A Factor has a lien upon goods of the employer as a pledge to satisfy a general account between them in his favor. But by giving up the merchandise to a principal which is forever lost: for a lien is terminated on merchandise. *Am. 254 1 Bur 493 1 East 335 Esp. L. 584. 2 B.C. R. 1154 1 " 104 1 East 4 2 " 217. 523 Esp. L. 108 1 East 335 1 Bur 493*

But where goods are specifically deposited with a factor for a particular purpose a Factor has no lien upon them as to those goods & he is merely a depository. *5 T. R. 258 Esp. L. 108 N.Y. Id. 206* A Factor has a same lien upon a policy of Ins. effected by him for his employer. *1 Bur 494 Marsh. 121* He has a same lien also on any price of goods in the hands of any merchant to whom he as factor has sold them. & he may direct a factor merchant to have a price taken. *Cowh. 251.6* And if he does not have a factor but says to a principal he may be compelled to pay again to a factor to the amount of a Factor's lien.

But a Factor has no lien unless the case is his actual merchandise. *2 Bur 117 1 Atk 134 3 T. R. 119*

If a factor purchases ten or more,
more or less his commission warrants a prin-
cipal may disclaim a purchase. So if a
factor sells at a low price a commission
warrant he himself must bear loss
2. 1100 100 can. C. Mercat B. This rule
it is said holds even if a goods are per-
ishable & would actually perish on his hands
Com. Can 235 can. down y. contract rule. Can-
da in 382 2889. 408 * J. S. also a rule to
be L. constant with the court unless gen-
eral usage at y. place warrants y. de-
parture & so in 59. 11amp. 255 * this last
belongs to a rule below

So if a Factor sells on credit & y. price
is not paid he must bear a loss unless
so authorized by his commission 2. 1100 100
1. Bul. B. Malloy 432 332 389 & 408
qualify w. rule at new. v. L. along here (J. S.
after he *)

Under a del credere commission
he may sell on credit but must guar-
antee y. sale 15. 2. 10 732 2495 1 can. 444

A Factor has no right to earn a reward
or principal for his own debt; if he does he is guilty
of a breach of trust & a principal may main-
tain trover as a Partner 55. 2604.6 - East 5
13. 2. 548 Str. 1178 2. B. 382 Com. C. Mercat B.

But he may sell y principals goods
for y^t is his business: & having sold y goods
he may maintain an action in his own name
to recover y price 1 H. B. 52. 352 Corp. 255
7 T. R. 359 Bul. N. P. 130 Exp. L. 107 204 1 T. R. 112
2 Esp. 2. 493 Because J. F. thinks y Factor contracts
in his own name This rule holds of Brokers
& of Commercial agents generally 50 et. Cr. R. 5
Park Ins. 403

So an Auctioneer may sue in his own
name to recover y price of goods sold by him
he is a kind of Broker 1 H. B. 51 211 591. 2 Still
if y employer not being indebted to y Factor
gives notice to a purchaser on credit to pay
y price to him, y purchaser must do it at
his peril Str. 1182 Exp. L. 107 N. P. 204

If there is a balance due from
y principal to y Factor y purchaser must
pay to y Factor Corp. 251. 255 2 East 227 3 B. & P.
495 11 Camp. 444 But tho y Factor he may sue
in his own name & he may also sue in the
name of y principal 7 T. R. 359. 360. m. a. 1 H. B.
81 1 Cr. R. 5

An Auctioneer is never liable for
selling goods to the highest bidder even tho
he should sell for a less sum than he was
directed to do by his principal nor by selling
any goods at auction contracts to sell them
to y highest bidder

But if a man directs a auctioneer to
sell a good at a given price and a minimum
if he sells for less he is liable for a difference
C.R. 145

If a client refuses to pay a attorney
his fees, a atty may retain a paper & judgment
given in favor of himself, for his fees
& moreover he may compel each & every party
to pay a cost to him & not to his client. But
it might be subject to a equitable claim on
several parts. 14 B.C. 122. 207. 557 21440. 58-
C.R. 100. 238 2 B.C. 2. 828 4 B.C. 123 51 381 458
81 70. 57 1 B.C. 464. An atty cannot have
a claim against a client's debt to a third
party. The rule does not hold as
counsel fees nor of a commission, but in
all other cases.

An atty who executes an instrument for 27
his principal should do it in the name of the
principal & not in his own name, & this
he binds his principal & not himself. 4 C. 766
2 C. 142 2 C. 756 5 C. 705 2 L.R. 1418 5 L.R. 1771 181
5 C. 955 5 C. Decd 35

An agent cannot bind his principal
in deed unless his authority to do it is given
in deed. 7 L.R. 207. 9 41 313 2 B.C. 8 10-11
att. C. 15. An agent may by a verbal authority
bind his principal to a personal contract.

An agent for a public contracting as man
is not personally liable on his contracts 1 T.R. 172
574 1 East 582 1 Root 89 The same is true of an
agent of an Individual

29 Gen. Rules. applying to Mas. & Serv. genl.

It is a gen. principle y^t those acts of y^r
servant are done by y^r Mas. command ex-
press or implied are in legal contempla-
tion y^r acts of y^r Mas. And in gen. all acts
done y^r course of his business are deemed
y^r acts of y^r Mas. 1 Bl. 429 2 H. 3442

Whatever y^r servt does 1 By express
command of Mas. or 2 What y^r Mas. per-
mits him to do 3 Whatever a servt
does within y^r scope of a gen. authority
given by y^r Mas. are deemed y^r acts of
y^r Mas. Hence a cont. made by a
servt as servt he having authority to
make it is in legal contempla-
tion made by y^r Mas. himself 3 Bac 559 2 M. 2
411

If a servt is cheated of his Master's
prop. y^r Mas. may recover it back in his
own name from y^r wrong doer. Cro. J. 223
3 Bac 559

If a serv^t is robbed on y^e Master's map. 31
in y^e Master's ulrice either y^e Master or serv^t
may have an action as y^e hundred where robbery done
Sal 513 Mo. 280 4th 303 11th 8 11th 54 The serv^t
may sue it is so because he is liable to his Mas^r
but this cannot be so But there seems J.G.
thinks to be it goods are considered as a serv^t's
goods as all persons except Mas^r "Bailment"
05.110 A recovery in one bar action or
other with a first commencement by one party
not for commencing another later it

If a serv^t sues or declares on y^e goods
as his own goods & proves it he recovers a debt
from his master will subjoin a Debt & 2 bar.
379 3 Mo. 180 Sal 513 But if a serv^t is 32
robbed of his Master's money & Mas^r on he
can sue for recovery taking is deemed to
be a taking from Mas^r. Sal 613 East 115
Haw. S. C. 48

If a Master's money is taken from a
serv^t it is an illegal act. Mas^r may recover
or it back from a receiver & Bac. 559
If a serv^t has fraudulently his Master's
money to one not mine to a fraud & Mas^r
cannot recover it back Hence when a serv^t
as a clerk in a store receives a Master's
money & pays it away to a bona fide receiver
or to Mas^r can recover it back If an
Inkeeper's serv^t robs a guest & inkeeper
is liable for money of police & Co 32
100 430 do 12 205 205 205 205 205 205

33 If a serv^t does an unlawful act by
y^e command of y^e Mas. both are liable for
y^e command of y^e Mas. is no justification
1 Bl. 430 / 11th 328 Ed. 5. 580. 8 But if a serv^t
in obedience to his master's command becomes
instrumental in a wrong & wh. he is igno-
rant y^e serv^t is not liable 3 Bac 503 This
however can apply only to acts in themselves
essentially harmless

But if y^e act done by serv^t be in Mas.
serv^t command is itself unlawful or if it
constitutes a forcible injury y^e serv^t also
is liable even tho^o serv^t is ignorant
if it is unlawful, 1 Bl. 281 & 2 The serv^t then
being subjected by y^e injured person may have
his remedy as a Mas.

34 Some acts of y^e serv^t wh. are not done
by y^e master's countenance or induced are
not in L. y^e acts of y^e Mas. Of course y^e Mas.
is not liable for injuries done to third persons
or to his Mas. 3 Jac 202 & 5. 2. 533 / 1 Bl.
431 The serv^t is bound tho^o Master is not

If a serv^t employed in his business
commits a battery upon another a Mas.
is not liable unless Mas. concurs. If
y^e serv^t employed in his Master's business
willfully commits an injury upon another
y^e Mas. is not liable 11th 106 / 1 Bl. 242 Jac. 441 3d 2. 762 2d 54
3 Bac 502. 3 contra 11th 465 and L.

any other kind of a servant committed an injury through negligence or want of skill while in Master's service the Master is liable and not the servant. In every Master's service without exception at his service; but for a usually par-
son of service he cannot be an insurer.
6 T.R. 125 5 B. 448 2 H. Bl. 442 1 East 100 100 1 B. 431 Sal
441 L.R. 799 1 H. 504 55

If a person who is injured a wound through negligence or ignorance of Master is liable 2 B. 503 3 B. 500 So if a servant of a Bishop with license a horse through negligence by Master is liable 1 B. 431 In 6 T.R. 125 Case was not for a wilful act when it should have been In 2 H. B. 442 of a servant's horse done a negligent act, when care was properly remedied vide 2 N. R. 440 The rule was finally settled as above given 1 East 100 See 1 B. 472

When ever a Master is liable for a forcible injury committed to his servant through want of Master's direction the Master is liable but not the servant, is a proper action vs. the Master But if a servant is liable vs. the Master is a proper action for he is a immediate instrument of a wrong 2 H. Bl. 442

When a forcible wrong is committed by an under sheriff is guilty of a forcible injury Trespass will lie vs. the Sheriff For a Sheriff who substitutes a constable in return of a writ 2 B. 503 2 Kel. 352 But 1 S. H. 100 it is because a return of service shall only be official action in a Sheriff

It has been determined if a servant be engaged in his master's business engaged as a servant to assist him, the master would be liable for acts of y servant
 13 P 404 5 T. R 411 ¹⁸⁰⁴ J. cannot be liable a principle of y rule But in y case y Master is not liable as a servant a first servant is not liable 5 T. R. 411

When a vulgar wrong is done in violation of a contract between y Master & a third person y Master is liable 1 H. R. 158 & B. 155.5 L. R. 910 Jones on B 734 on his contract is not for y tort as such so y it is no exception to y general rule

42 The ~~Post~~ Post Master is not liable for faults of his deputies. The P. M. is not an agent of an individual but of a Post to which he is liable L. R. 845 10 H. 487 100 100 100 754. 704 10 17 10. 2. 524 vide Bailment 55.7 But a P. M. is liable for his own misconduct when injurious to an individual so are his deputies or clerks for all misconduct 10 H. 443 100 755 10 B. R. 900 10 H. 523 The P. M. ought not to be liable more yⁿ y President & Senate for y negligence of y P. M. Genl 100 12

A master is bound by a contract made for him when a servant is making y acts within y scope of an authority given by y Master 2 H. 543. 543 10 H. 450 L. R. 224 3 H. 234 8 H. R. 531 9 H. 757 10 B. 457 10 H. 398

A general authority to contract is not one
confined to a particular contract or a particular
manner of contract but to any contract or all
or a particular class. A special au-
thority is one limited to a particular contract
either of these may be implied until
expressed 1 Bl. 430 1 Ro. C. 131.2

But where a master has made it a prac-
tice to send a servant to purchase for him
with money, and a master would not be
bound if a servant should purchase on credit
for he has no authority express or implied.
3 Jac. 234 1 Inst. 205 1 An. 240 but it has
~~been~~ usually or frequently permitted
servants to trade when they are thus ordered.
In a general authority to purchase on credit
1 Bl. 430 And a master will be liable for
any purchase if a servant may thus make

And if a servant without any authority
purchases goods and a master buys for them
without showing any disavowal, he will
will be liable to a tradesman for any
purchase which a servant may make subse-
quent until a denial of 1 Bl. 430 And if
a servant without any authority pur-
chase goods, and comes to a master's use, a
master will be liable for goods 3 Jac. 234
Comm. 450 3 Lev. 525 1 Vol. 1. 1. 114 3 Jac. 234
3 S. R. 760 10 Mod. 110 3 Lev. 525 1 Pea. 248 3 B. & M. 114
11 An. C. 111 582.70.

If a serv^t embazles money sent by Mas
for y^e purchase of goods & purchases goods
on credit which go to the master are who sup-
poses they are paid for, is a Mas. liable for y^e
price of goods. I think not. See ~~man~~ not
settled L. R. 24 3 Jac 234 3 T. R. 700 10 Mod. 110 111 112 113 114 115 116 117 118 119 120 121 122 123 124 125 126 127 128 129 130 131 132 133 134 135 136 137 138 139 140 141 142 143 144 145 146 147 148 149 150 151 152 153 154 155 156 157 158 159 160 161 162 163 164 165 166 167 168 169 170 171 172 173 174 175 176 177 178 179 180 181 182 183 184 185 186 187 188 189 190 191 192 193 194 195 196 197 198 199 200 201 202 203 204 205 206 207 208 209 210 211 212 213 214 215 216 217 218 219 220 221 222 223 224 225 226 227 228 229 230 231 232 233 234 235 236 237 238 239 240 241 242 243 244 245 246 247 248 249 250 251 252 253 254 255 256 257 258 259 260 261 262 263 264 265 266 267 268 269 270 271 272 273 274 275 276 277 278 279 280 281 282 283 284 285 286 287 288 289 290 291 292 293 294 295 296 297 298 299 300 301 302 303 304 305 306 307 308 309 310 311 312 313 314 315 316 317 318 319 320 321 322 323 324 325 326 327 328 329 330 331 332 333 334 335 336 337 338 339 340 341 342 343 344 345 346 347 348 349 350 351 352 353 354 355 356 357 358 359 360 361 362 363 364 365 366 367 368 369 370 371 372 373 374 375 376 377 378 379 380 381 382 383 384 385 386 387 388 389 390 391 392 393 394 395 396 397 398 399 400 401 402 403 404 405 406 407 408 409 410 411 412 413 414 415 416 417 418 419 420 421 422 423 424 425 426 427 428 429 430 431 432 433 434 435 436 437 438 439 440 441 442 443 444 445 446 447 448 449 450 451 452 453 454 455 456 457 458 459 460 461 462 463 464 465 466 467 468 469 470 471 472 473 474 475 476 477 478 479 480 481 482 483 484 485 486 487 488 489 490 491 492 493 494 495 496 497 498 499 500 501 502 503 504 505 506 507 508 509 510 511 512 513 514 515 516 517 518 519 520 521 522 523 524 525 526 527 528 529 530 531 532 533 534 535 536 537 538 539 540 541 542 543 544 545 546 547 548 549 550 551 552 553 554 555 556 557 558 559 560 561 562 563 564 565 566 567 568 569 570 571 572 573 574 575 576 577 578 579 580 581 582 583 584 585 586 587 588 589 590 591 592 593 594 595 596 597 598 599 600 601 602 603 604 605 606 607 608 609 610 611 612 613 614 615 616 617 618 619 620 621 622 623 624 625 626 627 628 629 630 631 632 633 634 635 636 637 638 639 640 641 642 643 644 645 646 647 648 649 650 651 652 653 654 655 656 657 658 659 660 661 662 663 664 665 666 667 668 669 670 671 672 673 674 675 676 677 678 679 680 681 682 683 684 685 686 687 688 689 690 691 692 693 694 695 696 697 698 699 700 701 702 703 704 705 706 707 708 709 710 711 712 713 714 715 716 717 718 719 720 721 722 723 724 725 726 727 728 729 730 731 732 733 734 735 736 737 738 739 740 741 742 743 744 745 746 747 748 749 750 751 752 753 754 755 756 757 758 759 760 761 762 763 764 765 766 767 768 769 770 771 772 773 774 775 776 777 778 779 780 781 782 783 784 785 786 787 788 789 790 791 792 793 794 795 796 797 798 799 800 801 802 803 804 805 806 807 808 809 810 811 812 813 814 815 816 817 818 819 820 821 822 823 824 825 826 827 828 829 830 831 832 833 834 835 836 837 838 839 840 841 842 843 844 845 846 847 848 849 850 851 852 853 854 855 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2085 2086 2087 2088 2089 2090 2091 2092 2093 2094 2095 2096 2097 2098 2099 2100 2101 2102 2103 2104 2105 2106 2107 2108 2109 2110 2111 2112 2113 2114 2115 2116 2117 2118 2119 2120 2121 2122 2123 2124 2125 2126 2127 2128 2129 2130 2131 2132 2133 2134 2135 2136 2137 2138 2139 2140 2141 2142 2143 2144 2145 2146 2147 2148 2149 2150 2151 2152 2153 2154 2155 2156 2157 2158 2159 2160 2161 2162 2163 2164 2165 2166 2167 2168 2169 2170 2171 2172 2173 2174 2175 2176 2177 2178 2179 2180 2181 2182 2183 2184 2185 2186 2187 2188 2189 2190 2191 2192 2193 2194 2195 2196 2197 2198 2199 2200 2201 2202 2203 2204 2205 2206 2207 2208 2209 2210 2211 2212 2213 2214 2215 2216 2217 2218 2219 2220 2221 2222 2223 2224 2225 2226 2227 2228 2229 2230 2231 2232 2233 2234 2235 2236 2237 2238 2239 2240 2241 2242 2243 2244 2245 2246 2247 2248 2249 2250 2251 2252 2253 2254 2255 2256 2257 2258 2259 2260 2261 2262 2263 2264 2265 2266 2267 2268 2269 2270 2271 2272 2273 2274 2275 2276 2277 2278 2279 2280 2281 2282 2283 2284 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2685 2686 2687 2688 2689 2690 2691 2692 2693 2694 2695 2696 2697 2698 2699 2700 2701 2702 2703 2704 2705 2706 2707 2708 2709 2710 2711 2712 2713 2714 2715 2716 2717 2718 2719 2720 2721 2722 2723 2724 2725 2726 2727 2728 2729 2730 2731 2732 2733 2734 27

Where an instruction is given to a clerk in a
made by servant 3 T R 710.2 The latter says
that after a Master knows of a defect of servant
who will not see in 4469 Popn 143 3 Bac
500 Ep 270 3 T R 125 A Master's con-
currence of a defect in a chattel is a war-
rant. Vide 1 Rol 95 Pop 193 503 2 Bac 505
C.P. Hinks's case above cannot be Law

If a merchant's clerk runs with goods
a Master is bound for a Clerk has a gen-
eral. 1 Rol 282 289 3 T R 553 3 T R 757 40/77
3 Bac 500 It servt may subject himself per-
sonally liable by an express agreement in
his own name or any third person may do
1 Rol 95 3 Bac 503 And if a servt makes
in his master's name a contract which has no
authority to do it he who y Master not bind
a servt is clearly liable personally 2 Vern
127

One's wife, child, relative, friend &c
acting for him under a gen. or special
authority is a servant within a peculiar
dome 1 Bl 430 A Master is not liable
for expenses incurred by sickness of
servt except wages 2 em R 779 3 Ba 247
Ep 270 3 T R 125 479 With regard to
apprentices however I take y usage to
be diff^t

Those acts of y^e servant which are not done
by y^e Master's command, express or implied, are
acts of y^e servant, & for those y^e servant
is liable 1 Br. 431 3 Bac 552 Dal. 18 Cro. E. 175
Cowb. 400 Er. & 503 Another case however has
been injured by acts of a servant may have a
remedy wth a master's servant

If y^e servant employed in his master's
business does an injury thro' negligence
ignorance or want of skill y^e Master is
liable to y^e party injured, for y^e party injur-
ed has a right to consider y^e servant as an
agent of y^e injury 11 Br. 1033 1 Wils 328 6 T. R. 411
115 arg^t Ray. 120 Er. & 580, 580

But a servant is not always liable
for accidental injuries to others while enga-
ged in y^e Master's business. If y^e transaction
is forbidden in court y^e servant is not liable
as if a servant of a Blacksmith should thro'
want of skill injure a horse y^e Master is lia-
ble only Cowb. 400 Er. & 580 Dal. 603 10 Br. 481

Exception - Where an injury is
done to freighter thro' negligence of y^e
Captain both y^e Captain & Owners are liable
Because no word of books he is an officer
Dal. 440 East 58 1 Kent. 190 238 Ray. 220 6 T. R.
125 What then? I. G. think a reason to be
that it is a matter of necessity, of convenience &
y^e bill of lading is signed by y^e Cap. & he then becomes a party

If an servant commits a violation to
his liability embrace in all cases: even tho
there is a cont. betw a Master & servant of the
house in a case of a Blacksmith versus
1847 105

If an officer of a revenue would in 55
mistake receive too much & exact could
not be recovered back it is idem as 21
officer comp 59 So of any Public Officer
If an officer would extort money
from a person; in that case he would be res-
ponsibly liable comp 182

If an att for a Pil after a super-
in a man with a after clandestine
enters a judic in favor of his client he
is liable to a Def inn 208 Hut 125

A serv is liable to a Mar for all
without wrong & for all neglects for wh.
a Mar is injured 1 book 55 3 Bac 554
If a serv of a Mar steals and his Master
does not discover and is aware he is liable & goods
are thus forfeited & serv is liable to Mar.
comp 255 10 Mod 109 3 Bac 554 For a bare 57
breach of orders, or ill-manners, or insolence
a Mar may dismiss him. If a serv is
subject to his personal control but he has no
remedy in damages 1 Hill 208 3 Bac 554

But if special damages follow thro
disobedience or neglect of duty he will be
liable to y. Mas. 1 Lev 188 2 Keb 88 2 Wll
325 4 Bur. 2060 Cro. C. 617

58

It must be observed y^t y^e L. implies
nothing more than diligence & fidelity
towards his Master, on y^e part of y^e serv^t & in
gen. he is liable for such as losses as happen
thro want of diligence & fidelity. 10 Mod 109
4 Co. 84 3 Bac. 564 "Bailem^t" 47 10 Tins on Case

A serv^t is liable over to his master when
ever y^e latter has been subjected to damages
in consequence of a negligence or miscon-
duct of y^e serv^t 10 Mod 109 But
59 y^e rule requires y^e master was not made
to a injury in any way it was otherwise
the L. enforces no contribution
8 T R 180 Hamlin, 84 2 Inst 115

Of the Master's Authority over Servants

Our Books say y^t y^e Master has a
right to chastise his serv^t reasonably for
disobedience neglect of duty violence
1 Sed 175 177 B.C. 428 Cro. C. 174 2 Keb 823
H 1 Kerr. III. 1303 ~~1756~~ This rule does not apply
60 to all serv^ts vide sup. The chastise-
ment must be reasonable or y^e Master will
be liable 2 Mod 67 8 "120

Servt of y 5th Class (Ugents) cannot be
liable in y^e manner to y^e Mas: it can
not I think extend to any but such as be-
long to a masters family or those who
are under y^e personal domestic govt of y^e
Masters as Slaves, app^{ts}, & minor men-
ial servants. Fit 108 36428 in

The Master cannot as such justify a
maim, or wounding, when correcting his
servt. Hence 2 Mod 578 120 218330 This right
of chastisement cannot be delegated to another
yet 6a 2 Mod 57 P. R. 62. 810 Str. 953 Cro. J. 360
A Mas. may send his servt to school &
Schoolmaster may chastise for a violation
of his laws: but y^e right is not strictly del-
egated but y^e right is conferred by Law.

If a Master in chastising would
by any means kill him it is guilty of
execrable homicide, manslaughter or
murder according to y^e circumstances
of y^e case T. Mod 287 1 Hale P. R. 452. 434
3 Bac. 50

Of the Masters remedy as Strangers for injuries done to him 63
in relation to his servants

If a servt is seized away y^e Mas. has
an action of Tres. on y^e case with a surquoe
as a criterion If he is forcibly taken away
he has Tres. with a surquoe East. 55 L. R. 380
1 Mod 450 2. 2. 092. 1115. 7 8 Mod 182 The in-
jury is merely a civil injury Sai 380 3. 10. 2. 2. 1110

If a Court makes a malicious award
of an app. penal & besides leaves a Mas.
to his civil action

If a servant is beaten when on a Mas.
loses a service of his servt. & Mas. may
have an action of Treason ^{or detainer} & there with a
per quod & servt. may have Treas. 9 Co. 113
65 10 " 131 & Bels 198 1 Mod 175 The Mas. must
allege loss of service or it is demurrable
for thereby the mas. has right to action
Pro 5618 & Nol 682 1 Bl. 449 9 Co. 113 A recov-
ery by one is no bar to y others action, for y rights &
injuries are distinct The Masters action in year
sup. should in principle be case with a per quod
but by practice Treason & detainer has become
y common form of action

A minor child is a servt within yse miles
& an adult child may be. Pl. Child 109 As where
y child of full age has not been emancipated.
Hence y action for seducing ones daughter
with a per quod &c

If one beat another's servt. to such a de-
gree y he dies y Master has in t. g. no remedy
The private injury is merged in y public
Year 40 50 Raym 1 de 558-559 Rec 558

66 If a surgeon in malice & with a view to
extortion, in a case of improper treatment, so as to mas-
ter loses his service in consequence of a Treason & action
will be ^{made} ~~made~~ a Servant 2 Adm 442 Rec 558 Rec 559

Remove the injury done thro' negligence
or want of skill of a Surgeon would the action
lie for a Master? For the Servant it certainly
would. L.R. 4, 4 2 Wilson 359 & 348 in 1841
12 L.R. 40. If otherwise Master must maintain an ac-
tion.

In case a servant enticed away, or leaving his master with him, & retained by another person knowing of a former seizure, and § 341 a person had full satisfaction by a master is a sort of a bar to a master's action by a stranger who enticed or retained a servant for the master can have no satisfaction. 1 B. & A. 387 3 Burr 1345.

9 East 75-7.

Qu. What a recording without a satis-
faction is a bar in y ear can 9 2011-12-9

and then they are not considered as port doors

What act the Master or Servant may jus-
tify in each other's defence

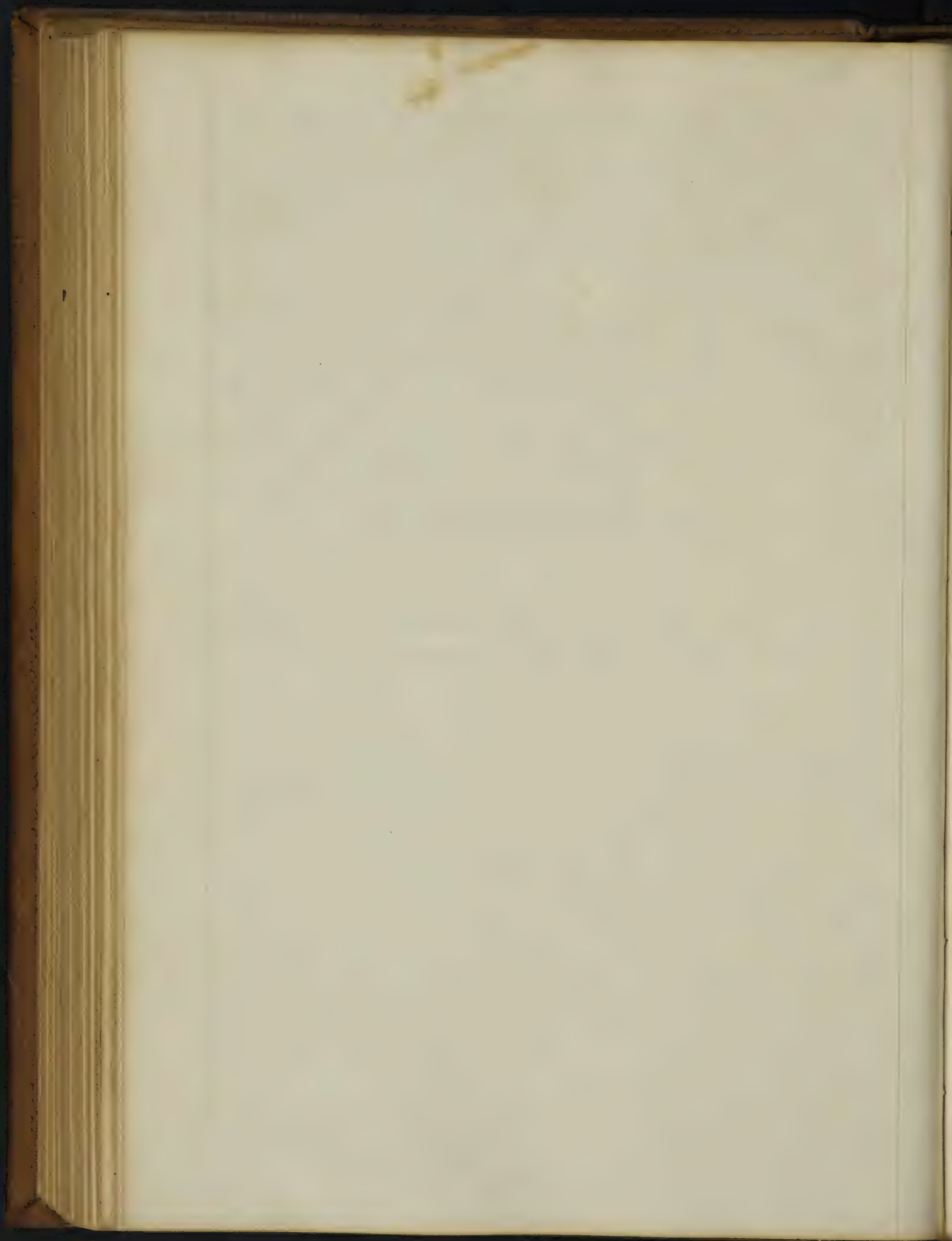
The Master may maintain i.e. act & assist
a Servt in an action vs a Stranger if it is not mainte-
nance 2 Roll 115 1 Roll 429
A Servt may clearly justify an assault in defence
of his master. It is a matter of fact as some of y^e
books say. Thus if a man on y^e relation of Master
be wanted & c^o, he cannot justify an assault in defence
of his master, son not being sent to him 2 Roll 545
1 Roll 429 & c^o. Nor in defence of his master's goods
- his auct. But if they are in a servt's possession - i.e.
- then in this case he may justify 2 Roll 115

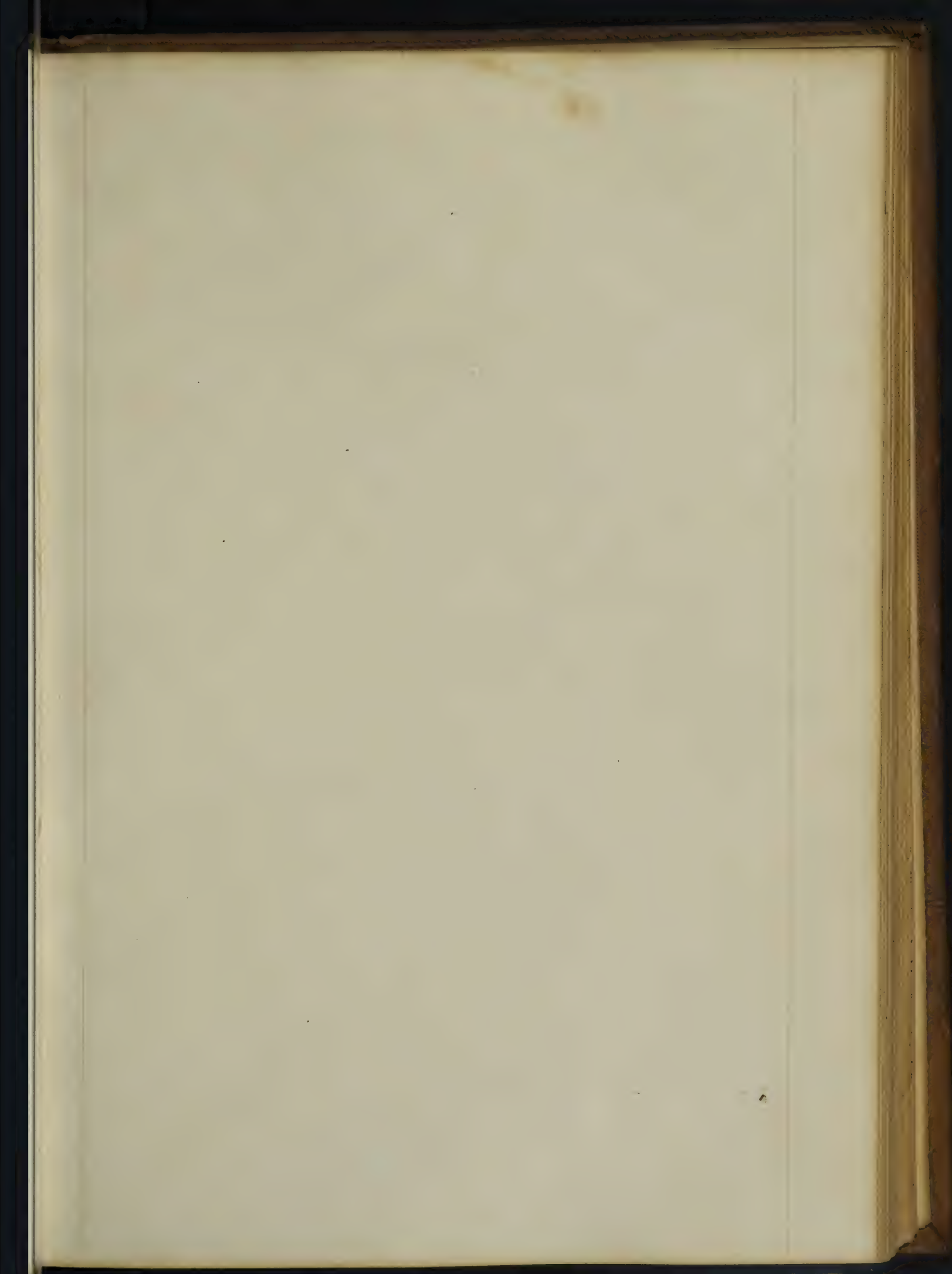
Whether a master can justify an assault in
defence of a servant is questioned: because he may
have an action for loss of service

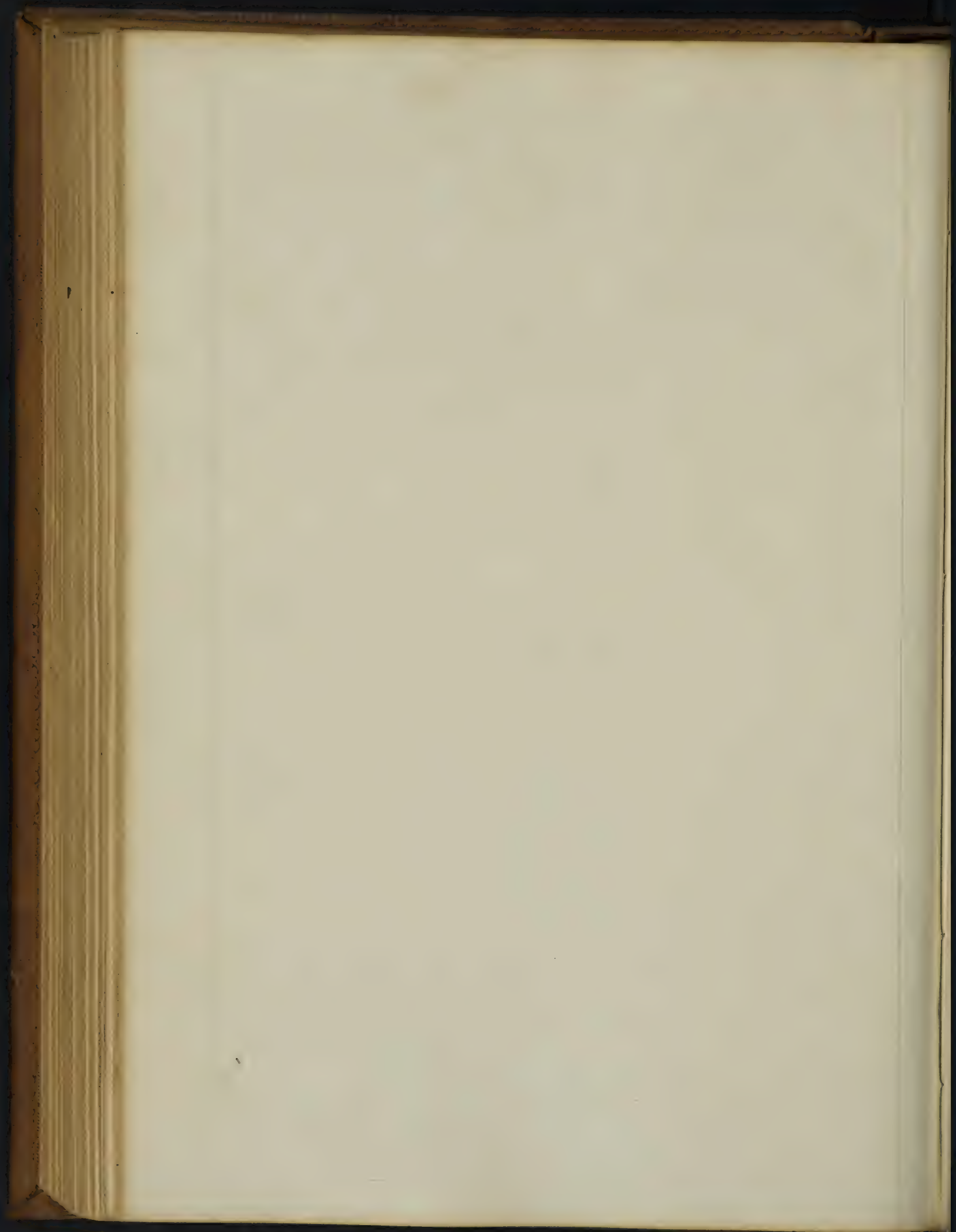
Sed. Qu. Is this a sufficient reason. The
opinions are contradictory. The Master's interest seems
sufficient to justify him; besides it seems to be his duty
to protect his servants. I think a right is re-
ciprocal & that a Master is entitled to defend
his servant 3 Bac. 508 L. R. 02. 407 1 B.
410 Lard. M. 1245. This I conceive extends only
to those servants who are under immediate control & duties.

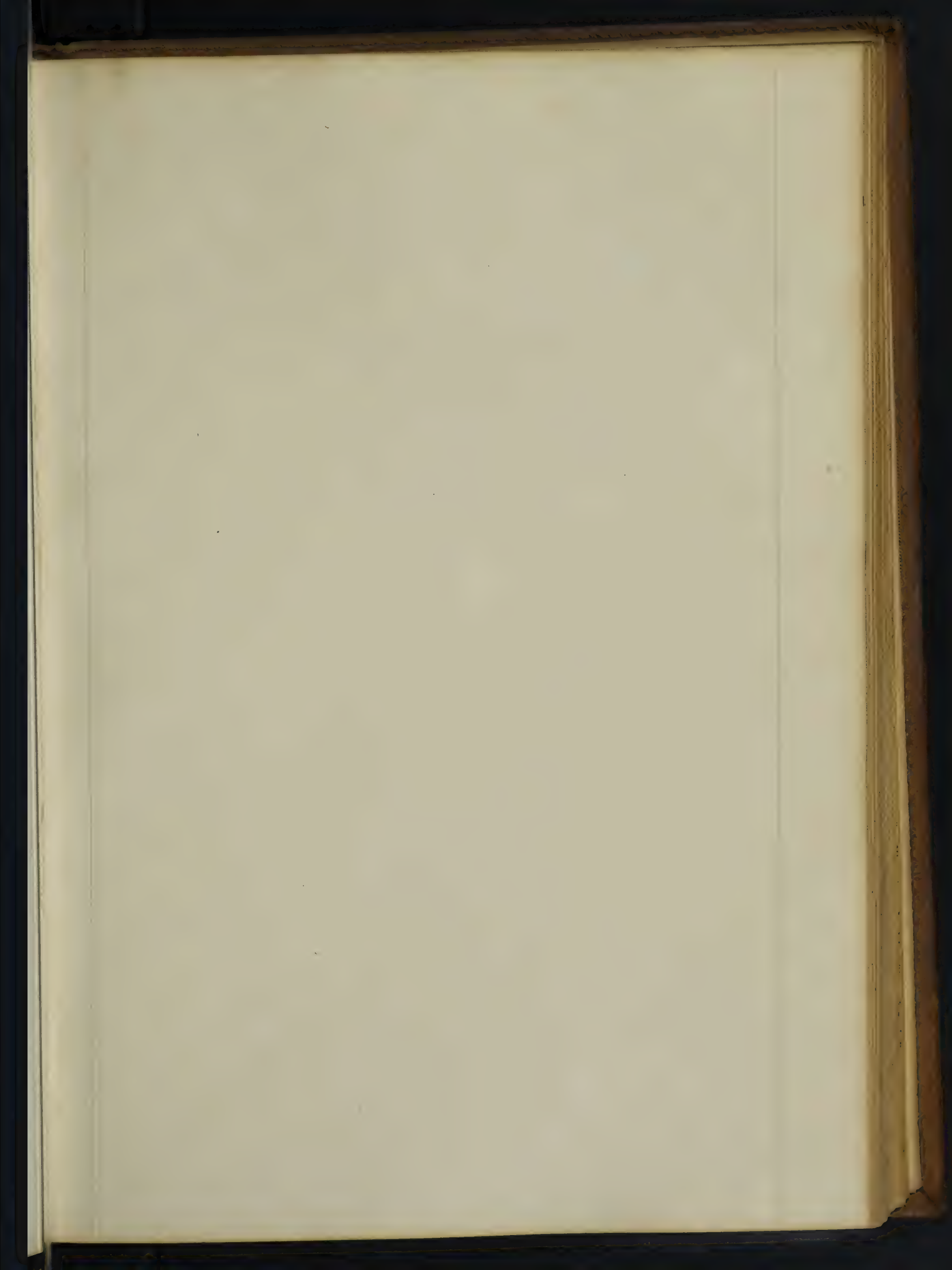
A servant cannot avoid a deed obtained
from him by duress of his master. The relation is
not sufficiently intimate 1 Mol. 88 3 Bac. 508.

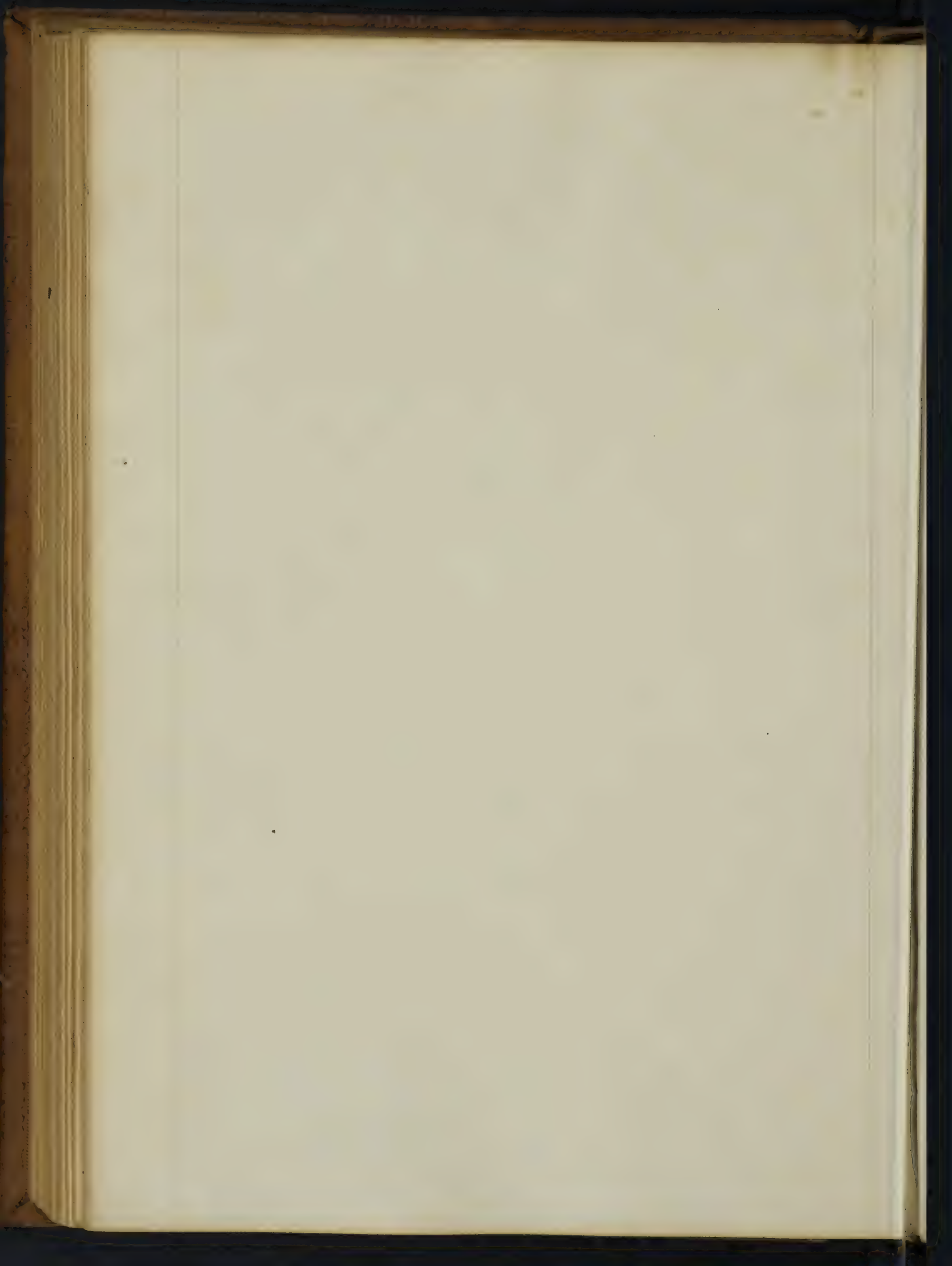
But courts might probably interfere
in his favor as for fraud or unfairness —

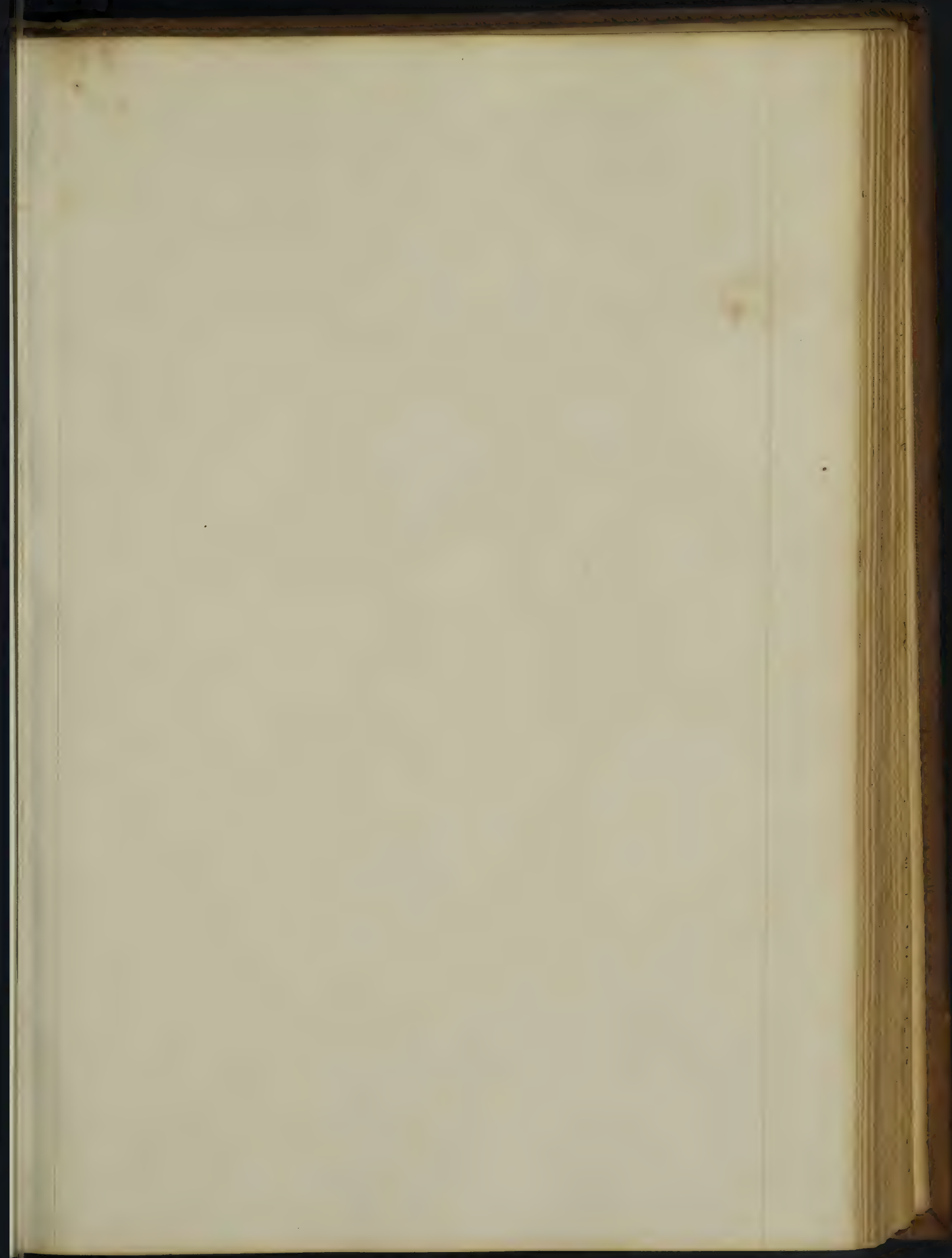


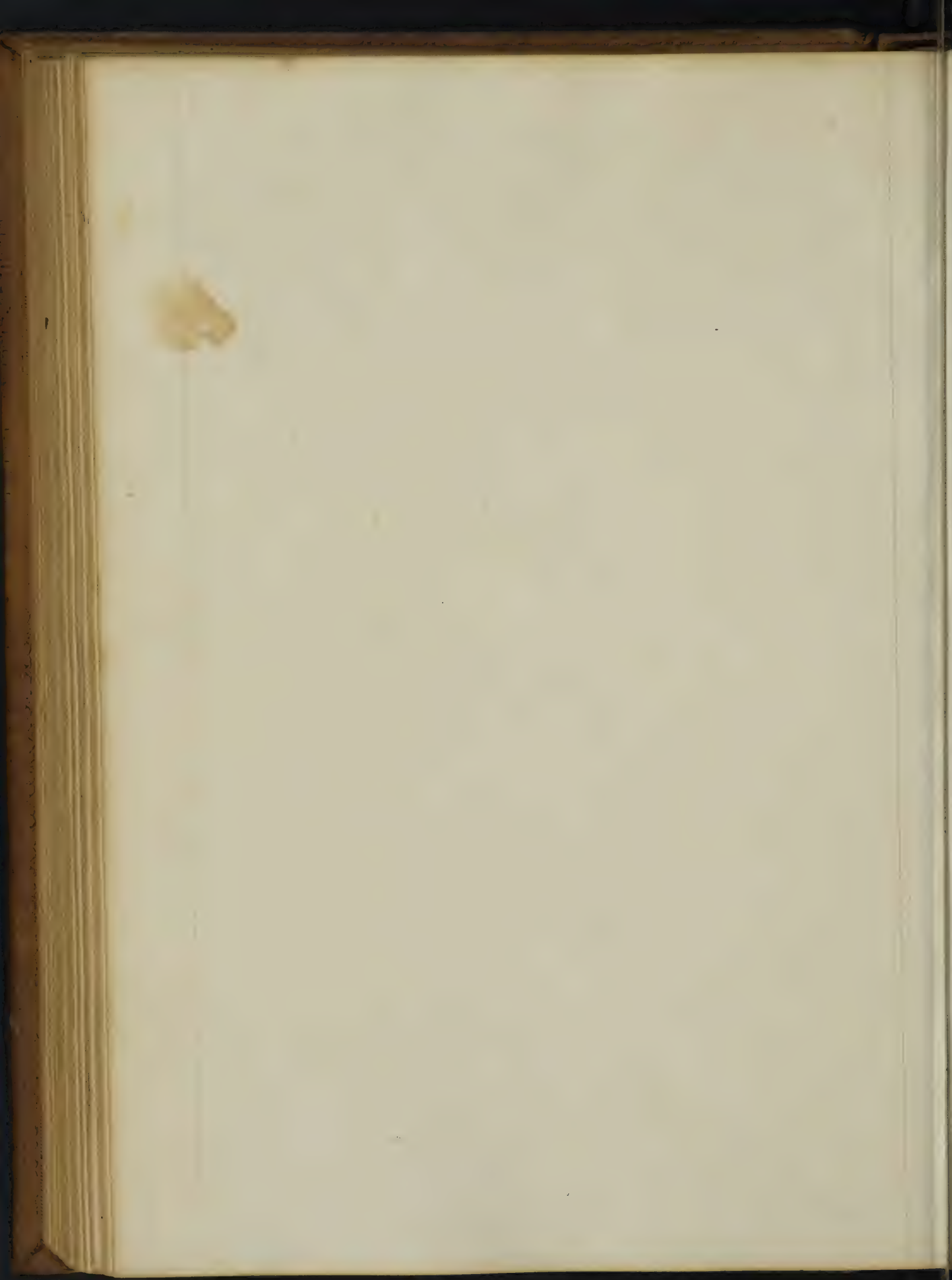


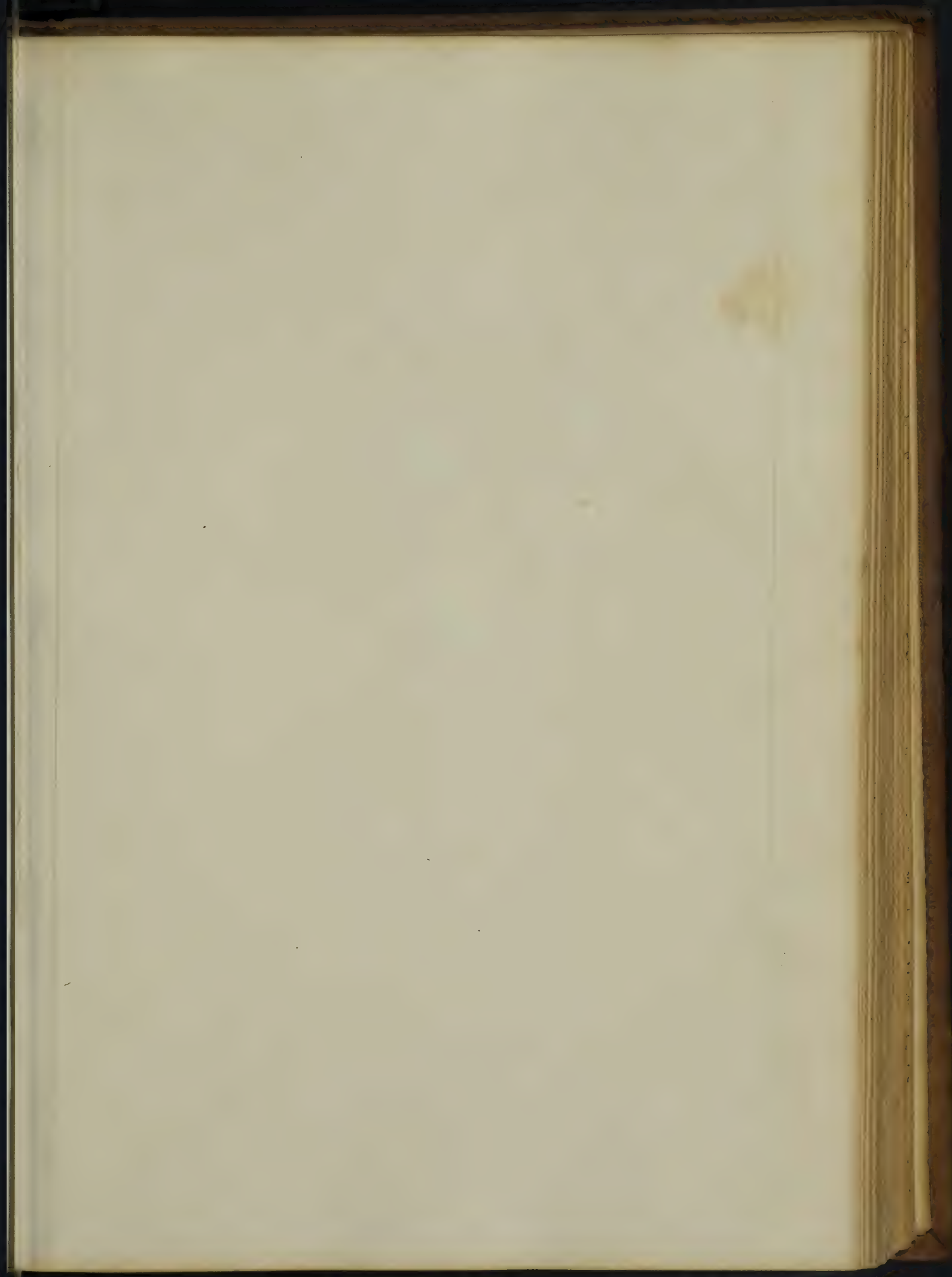


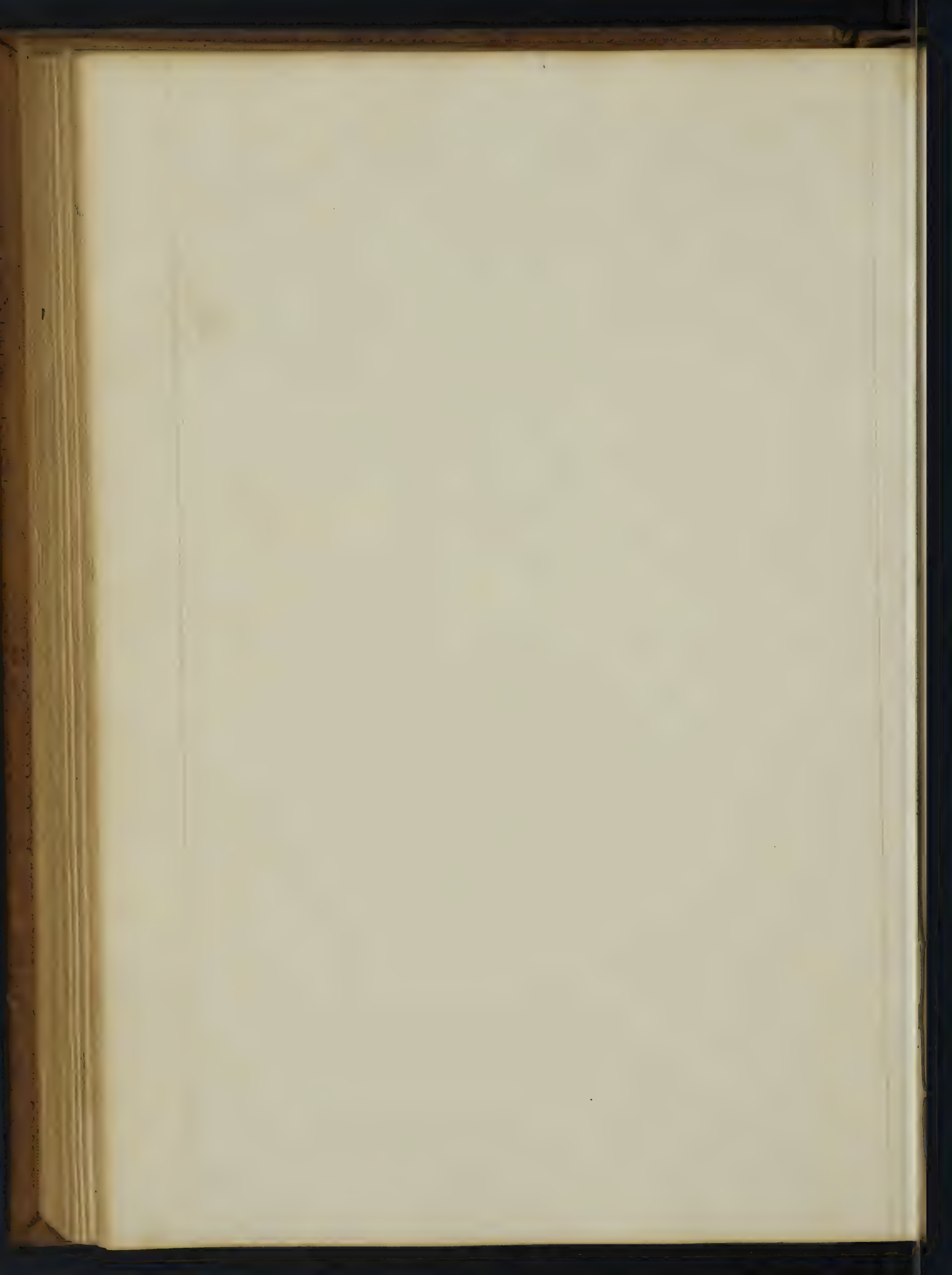


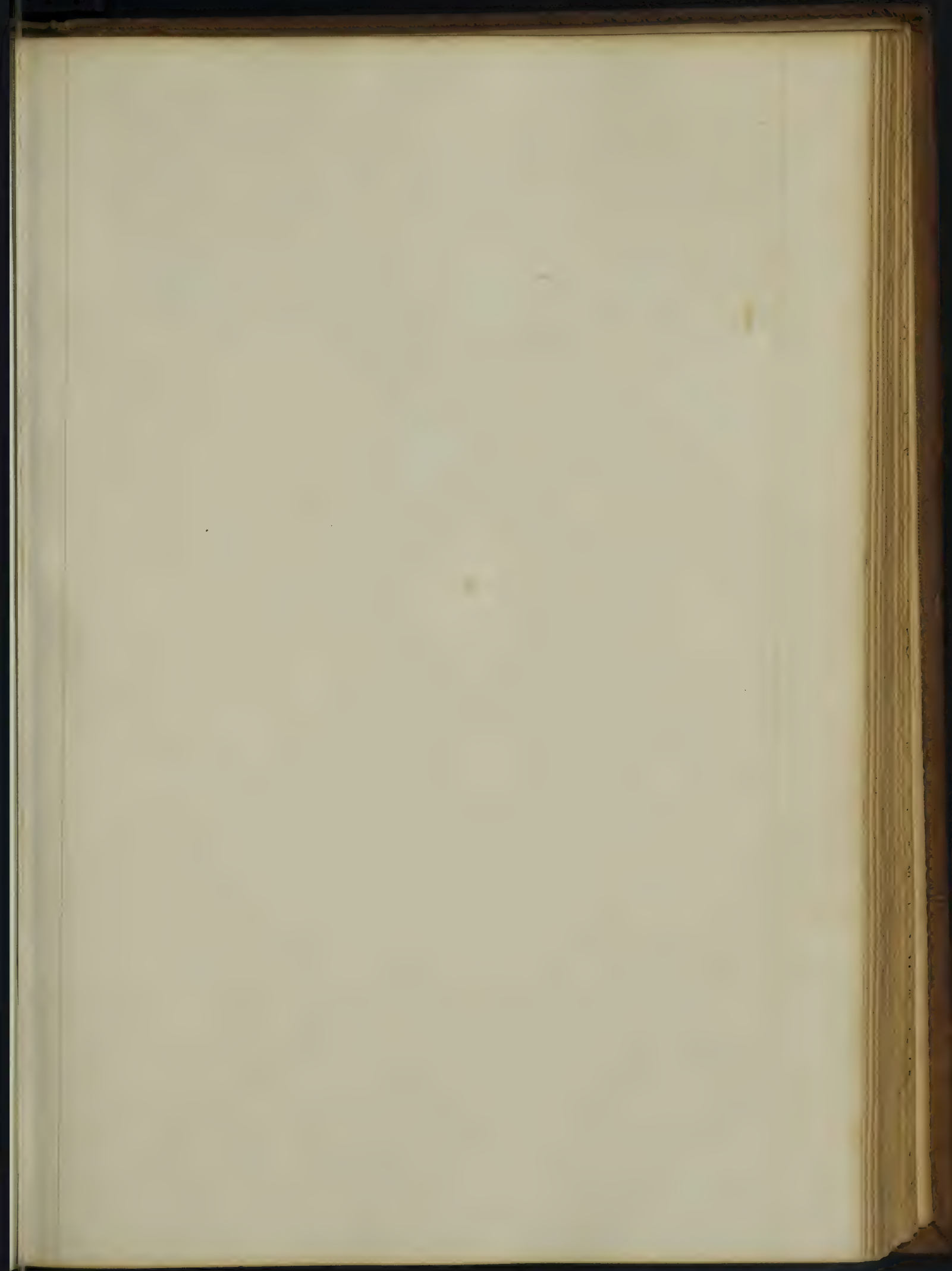


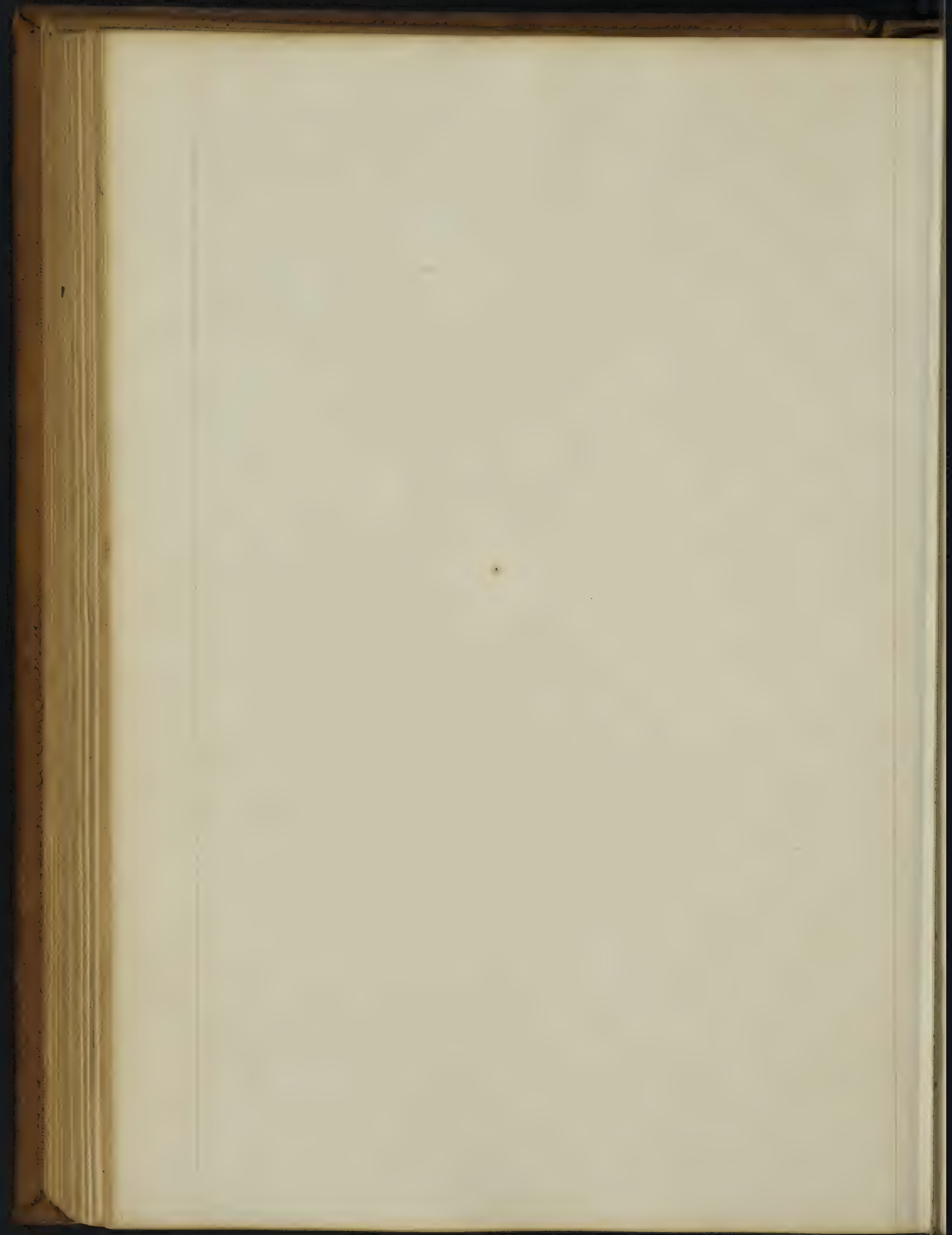


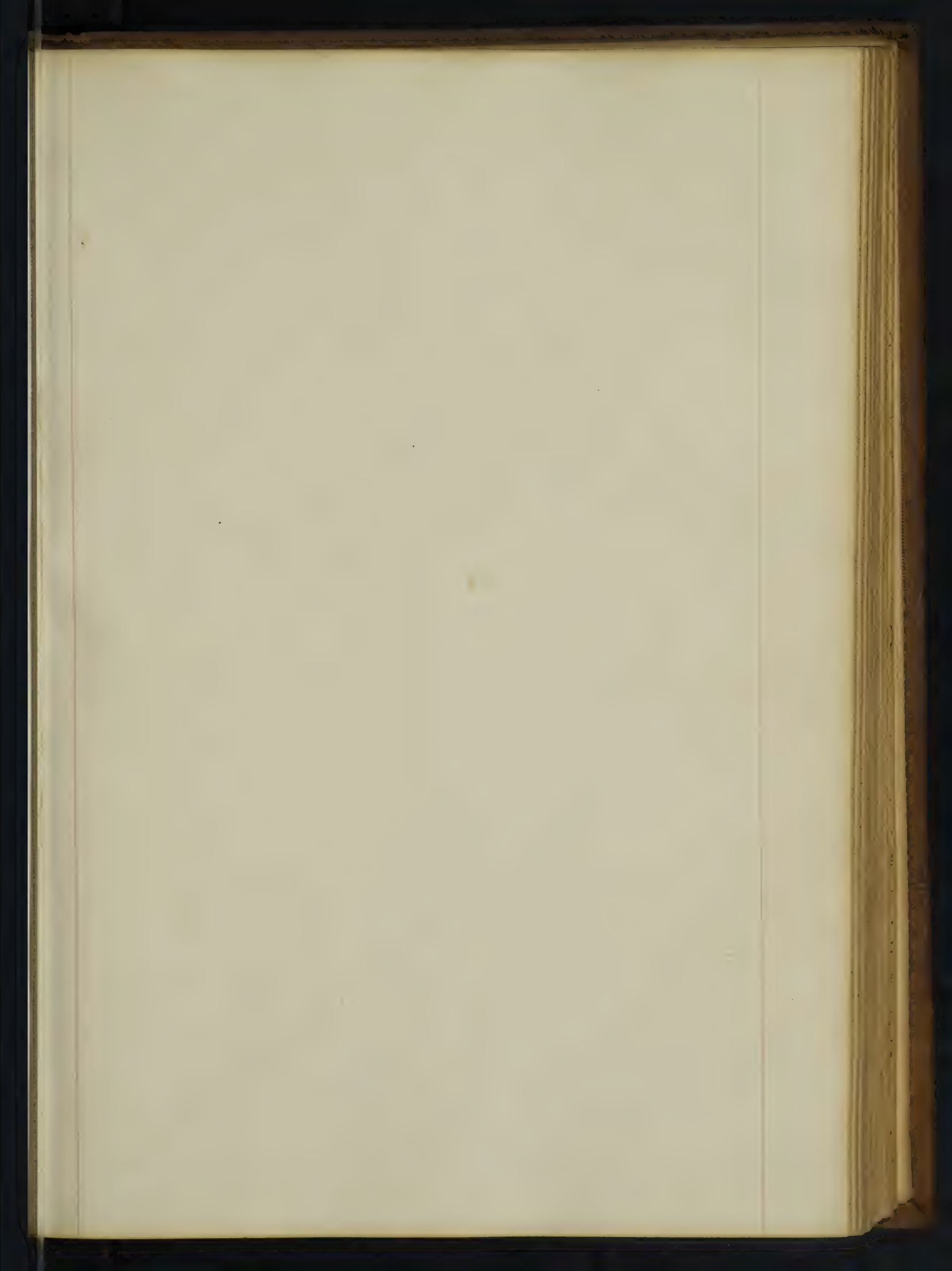


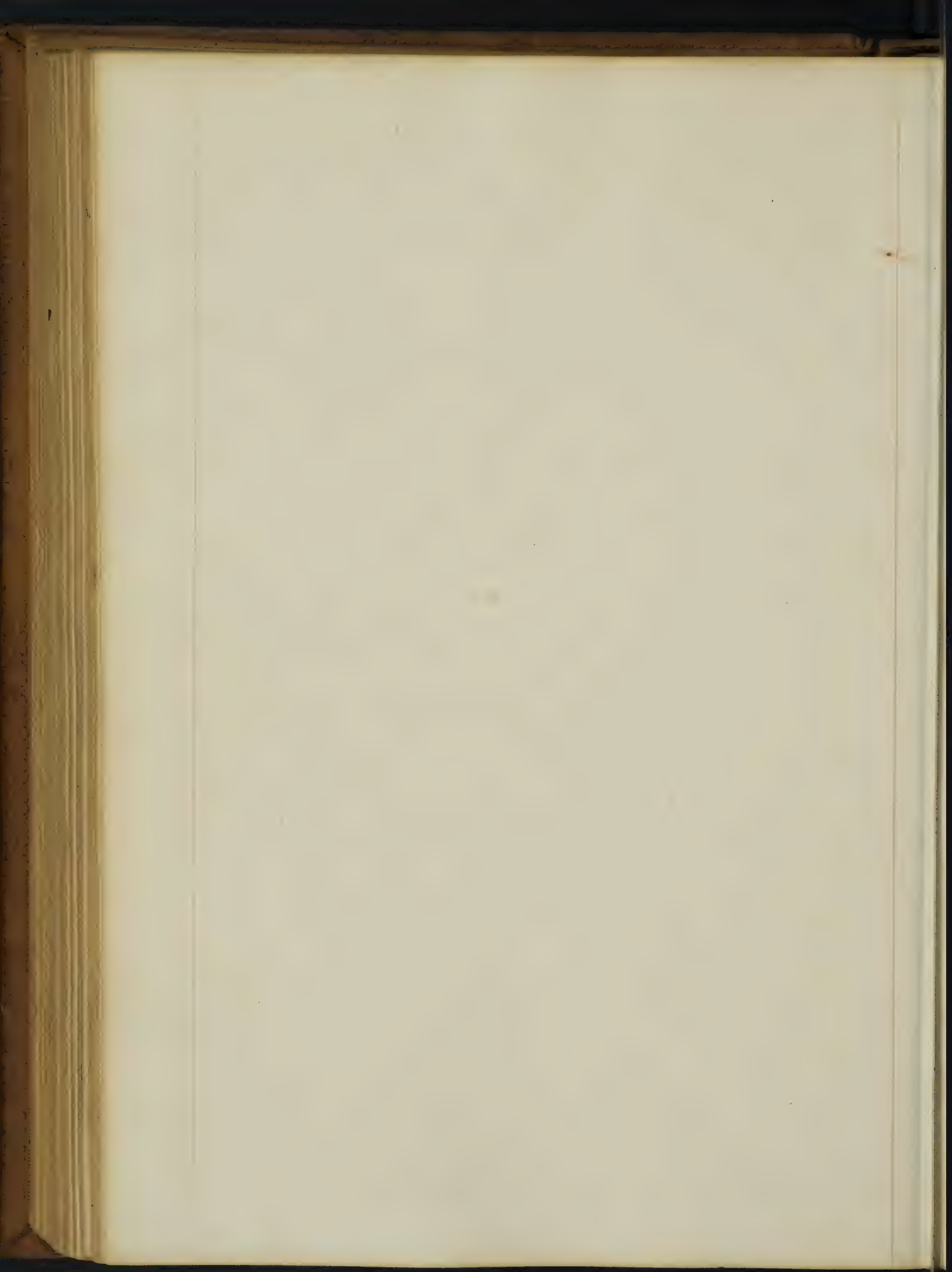


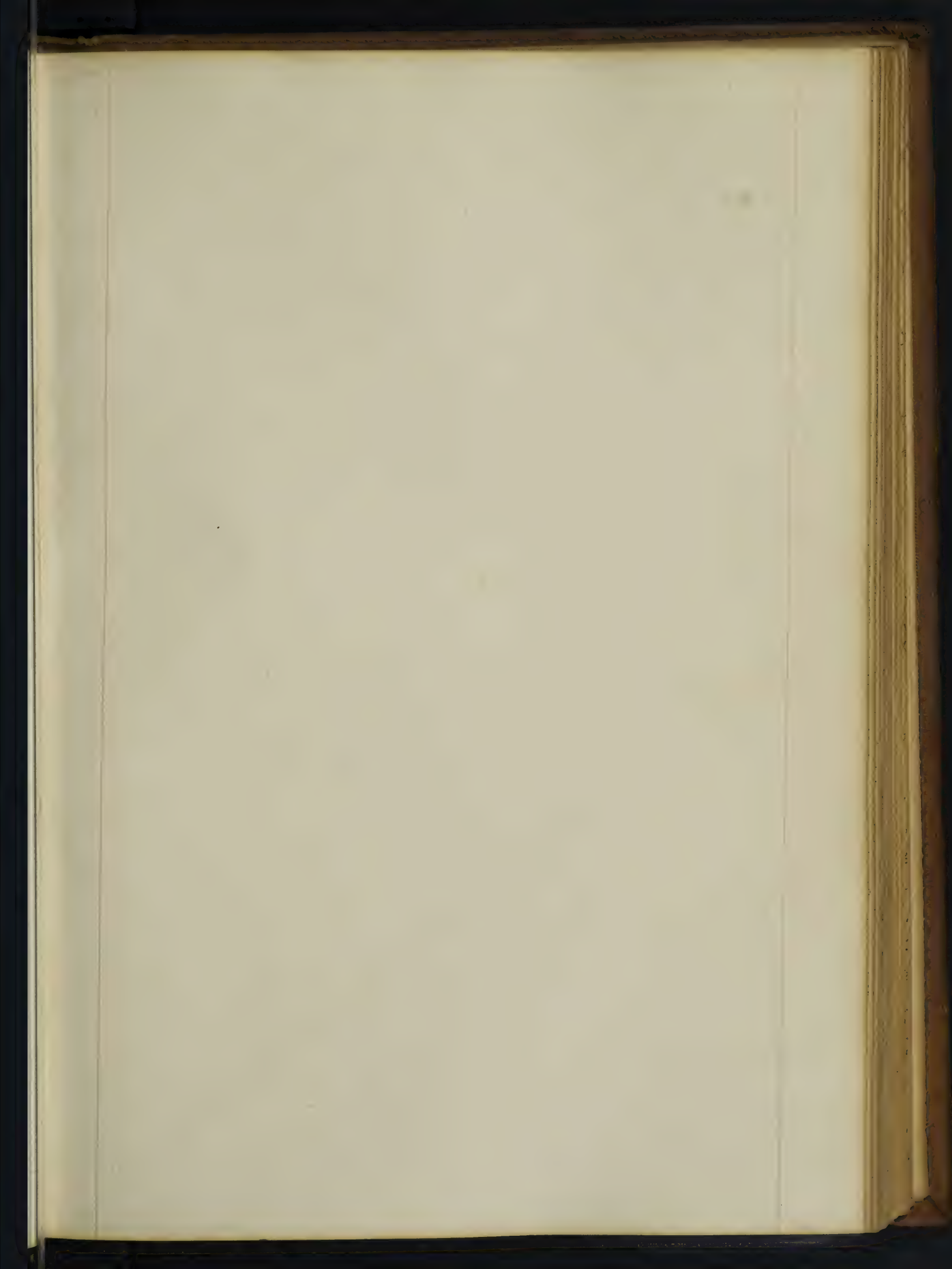


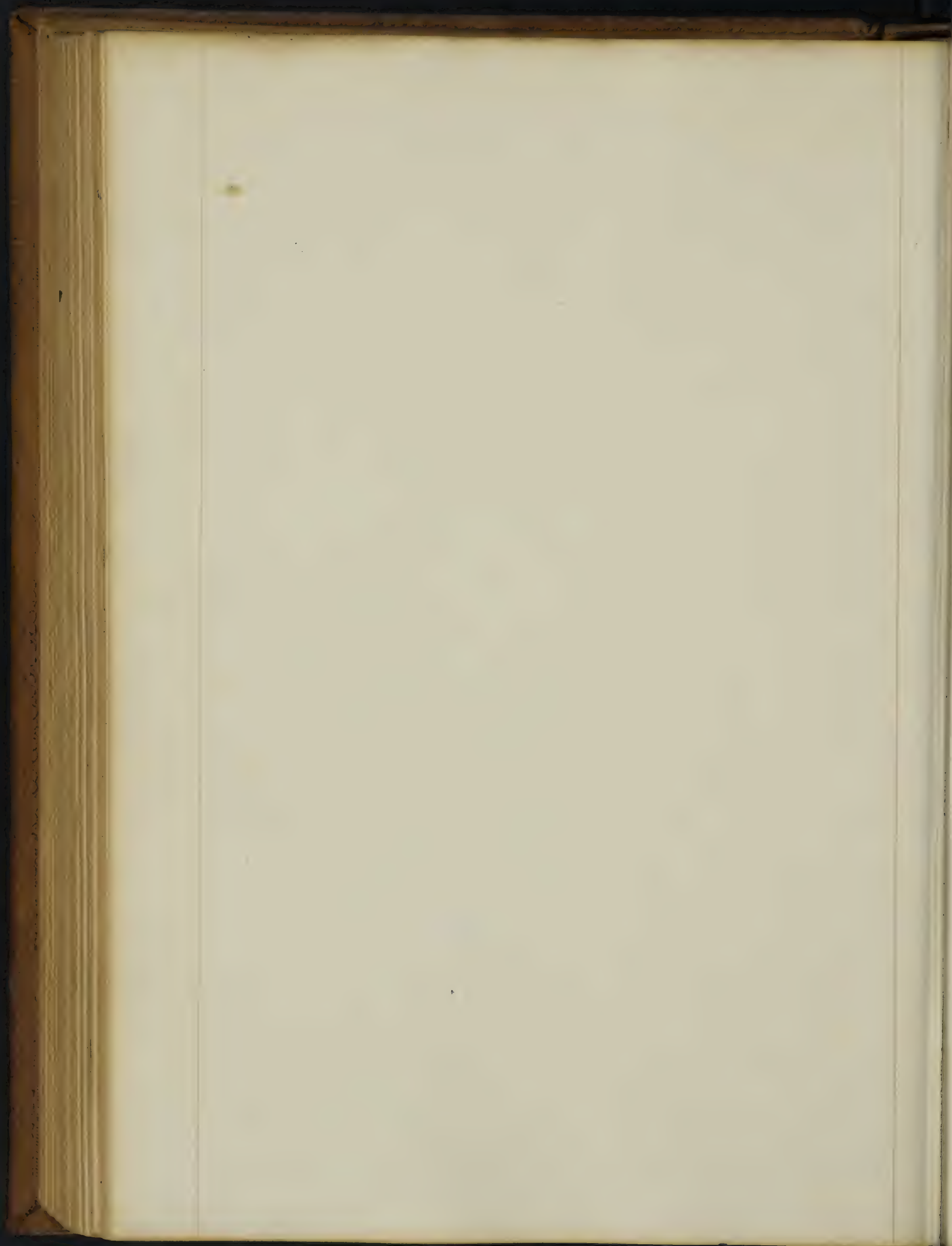


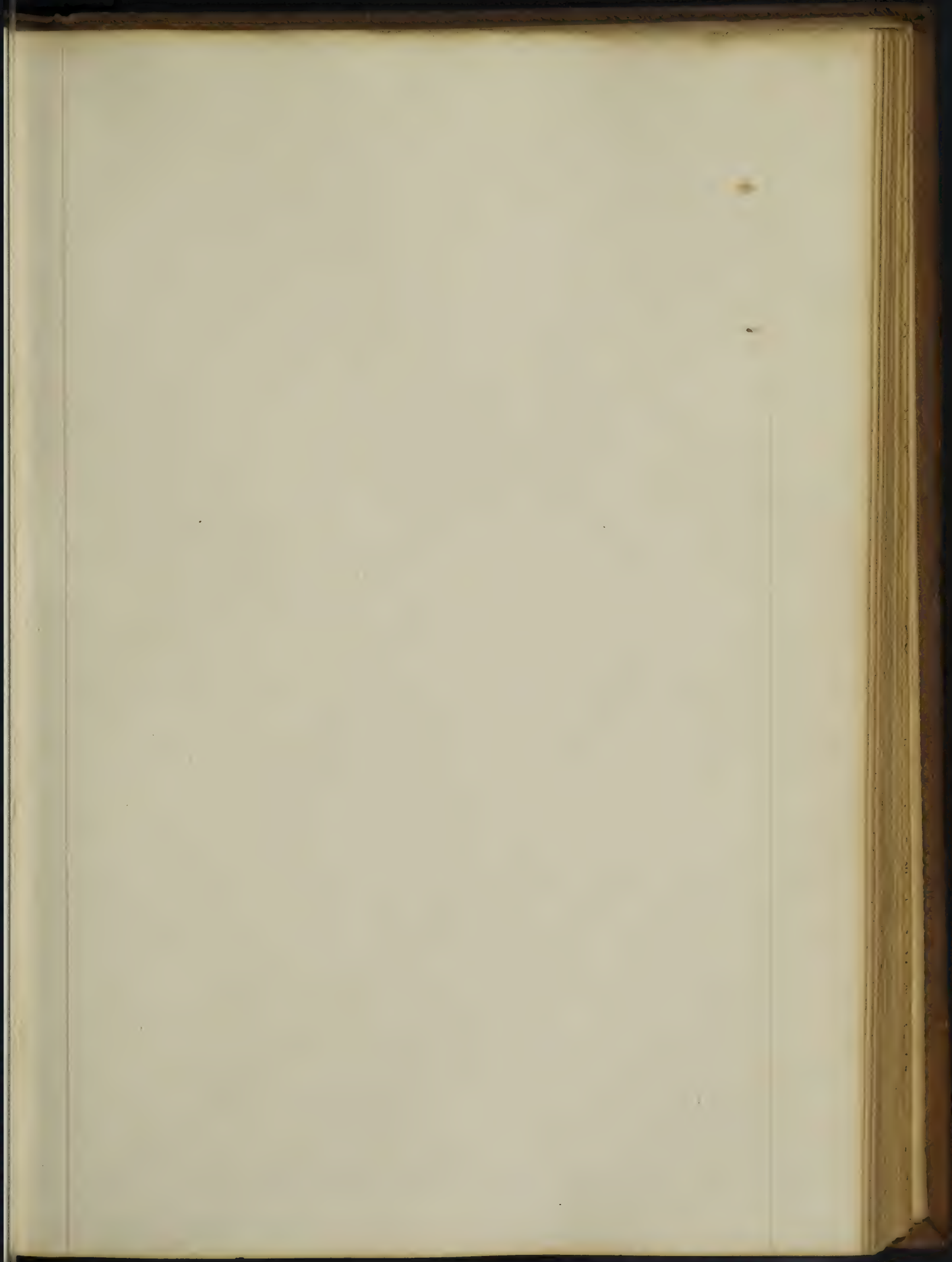


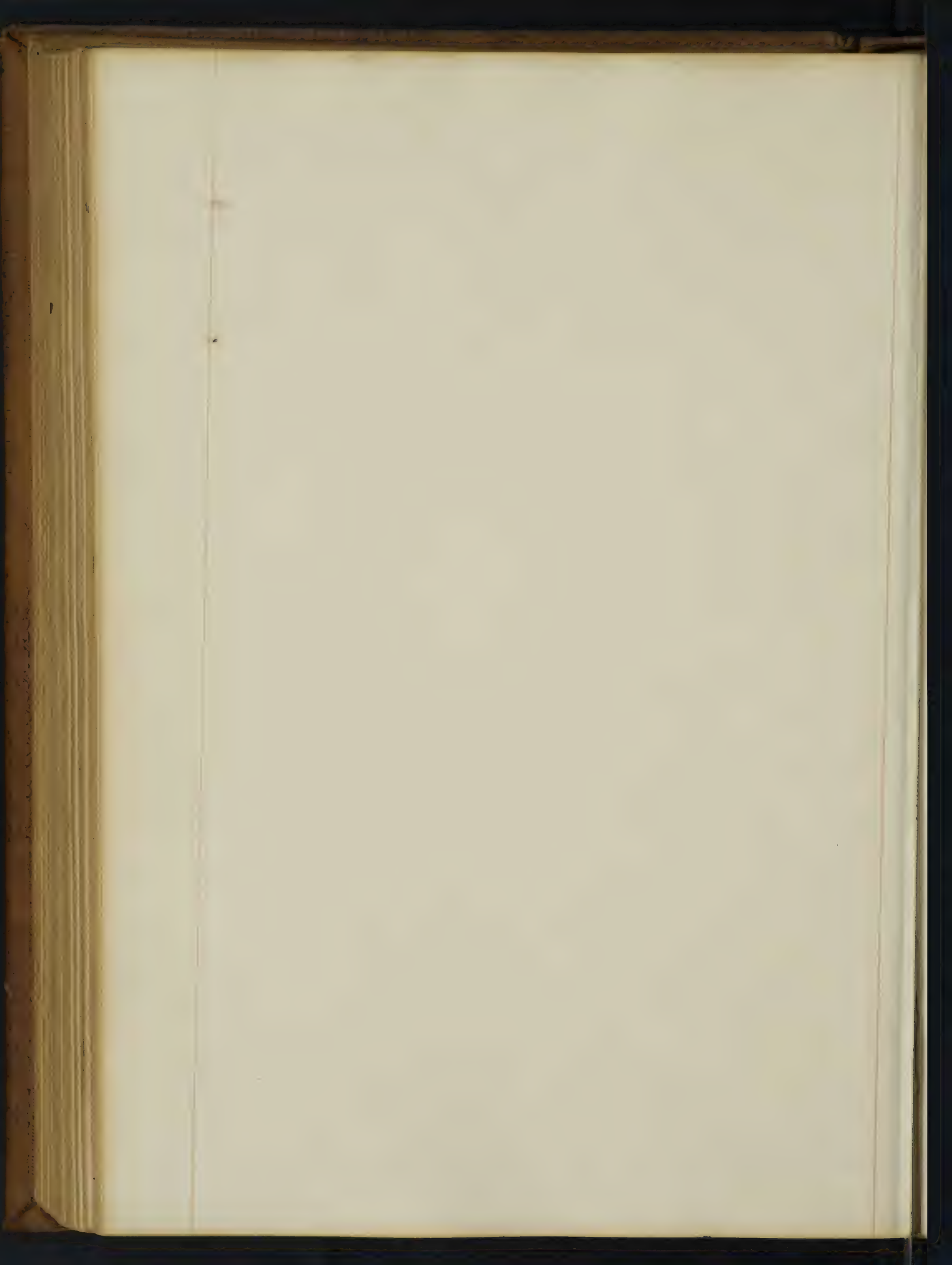


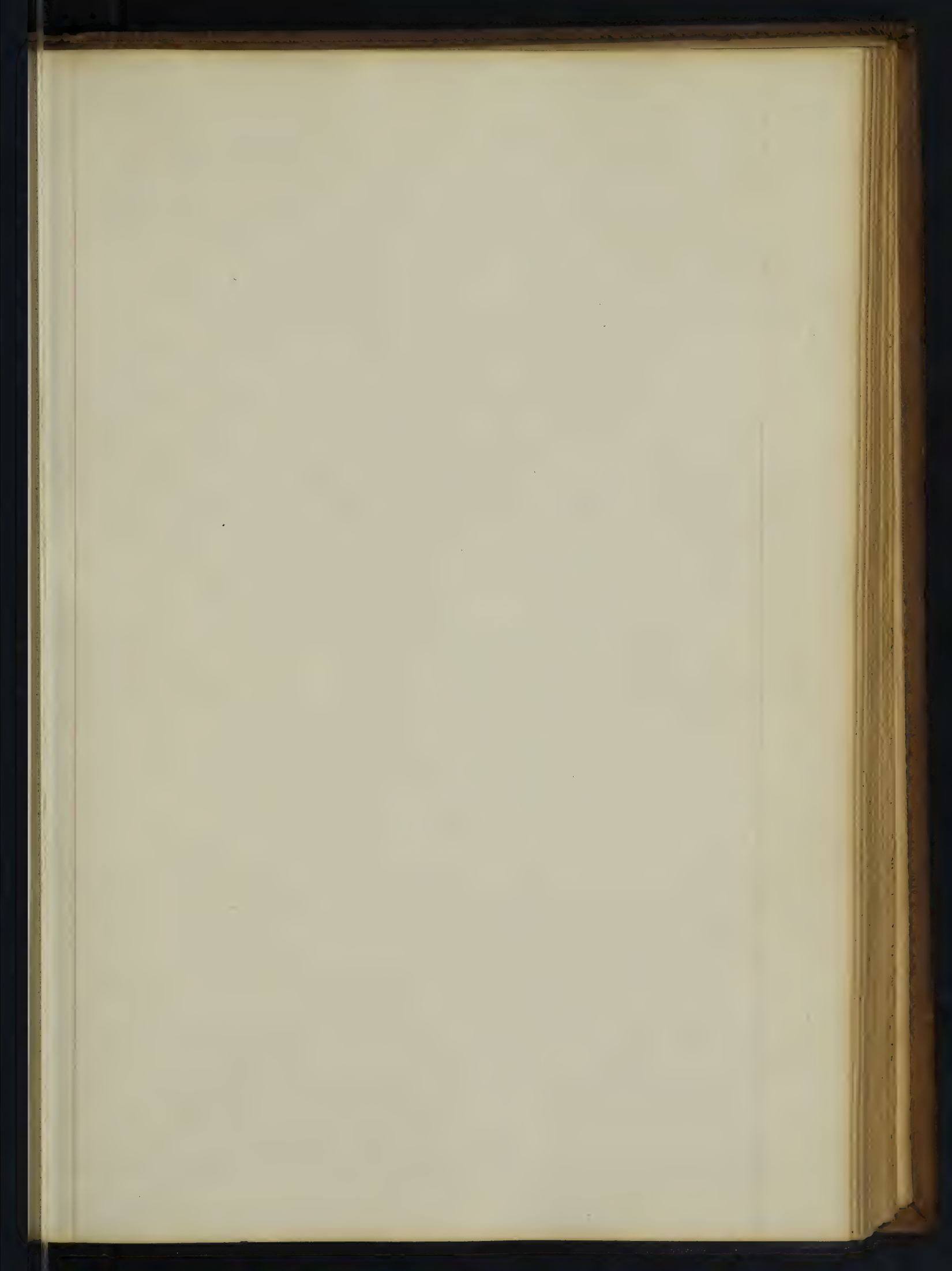




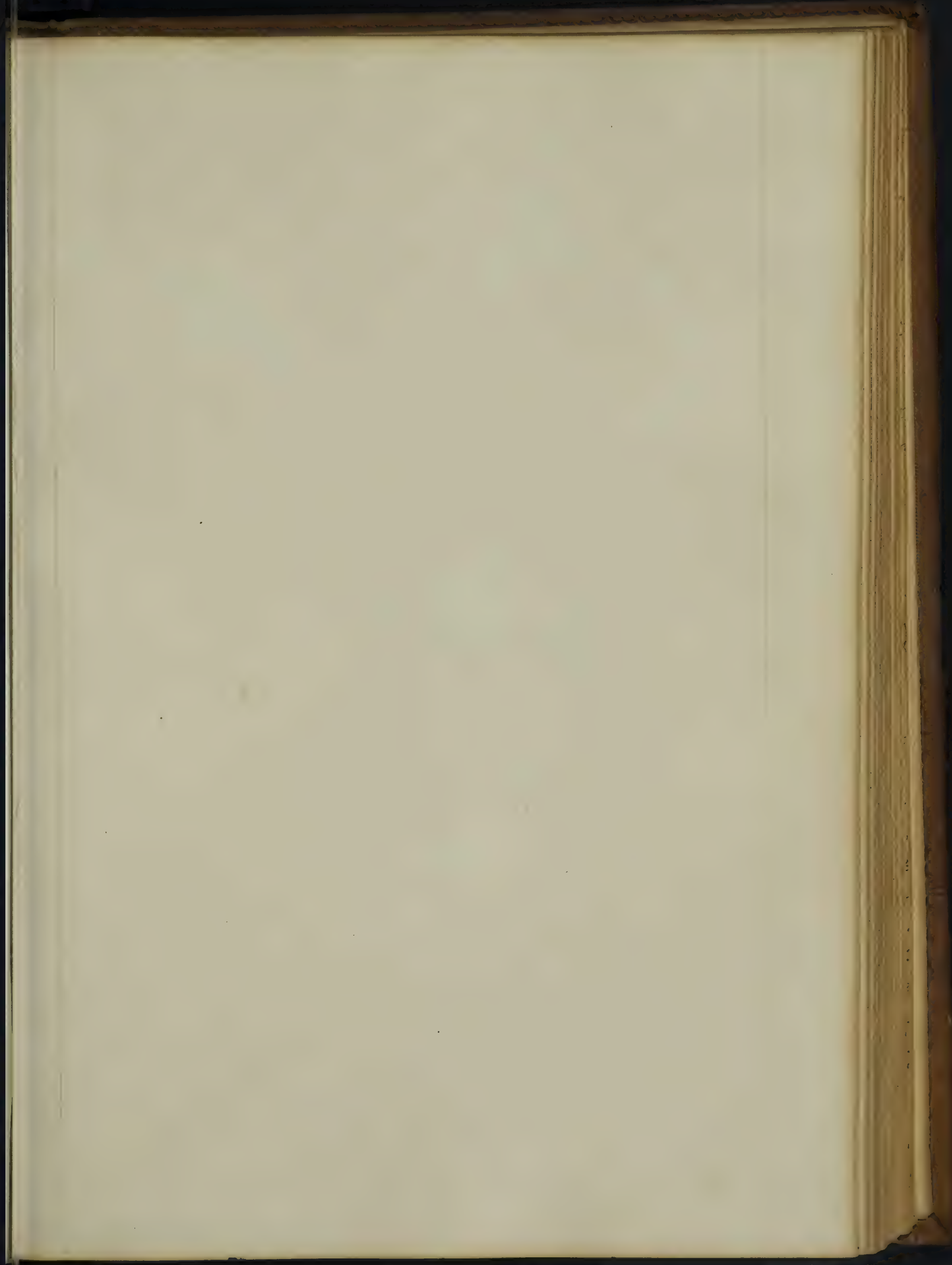


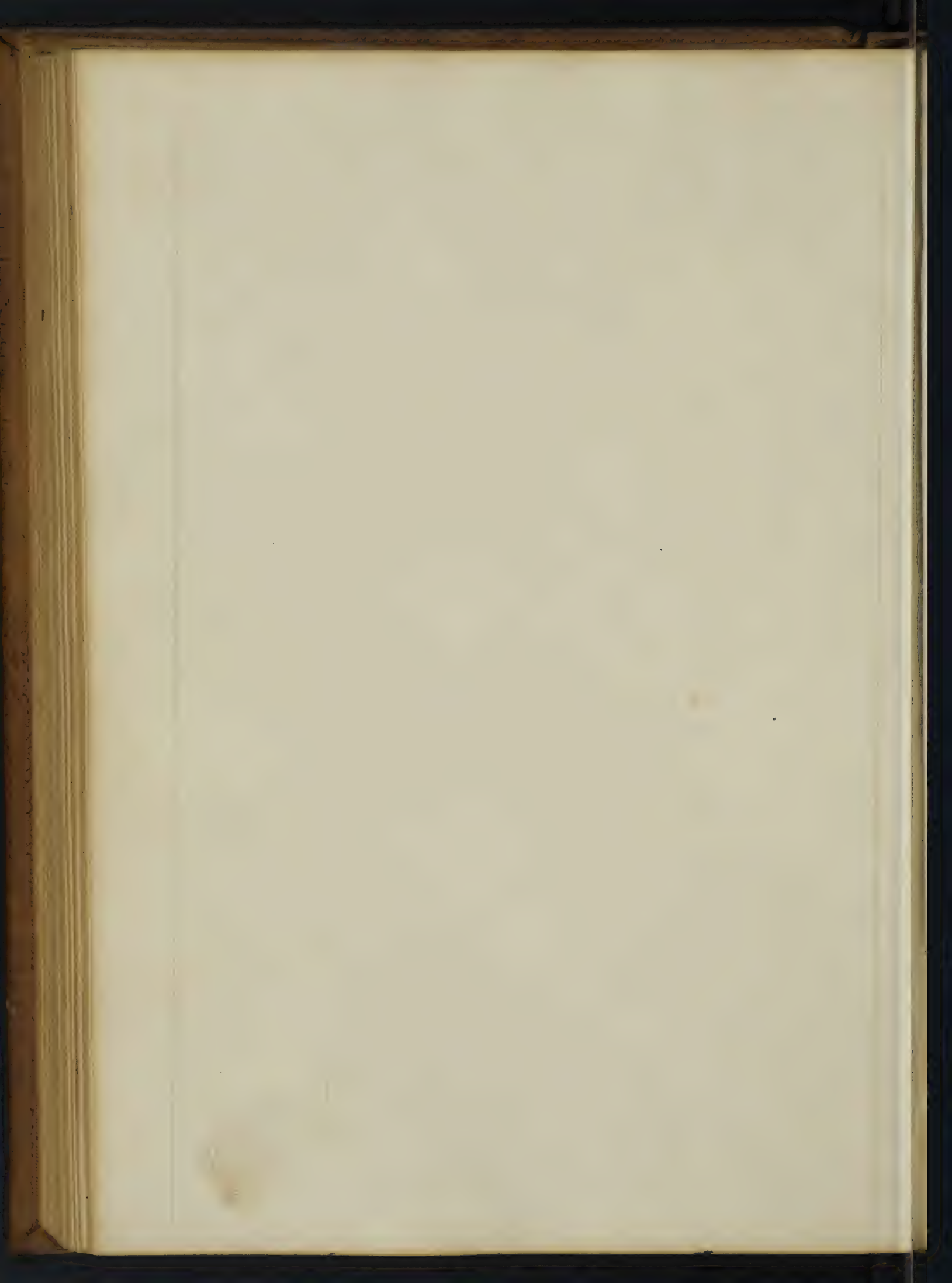


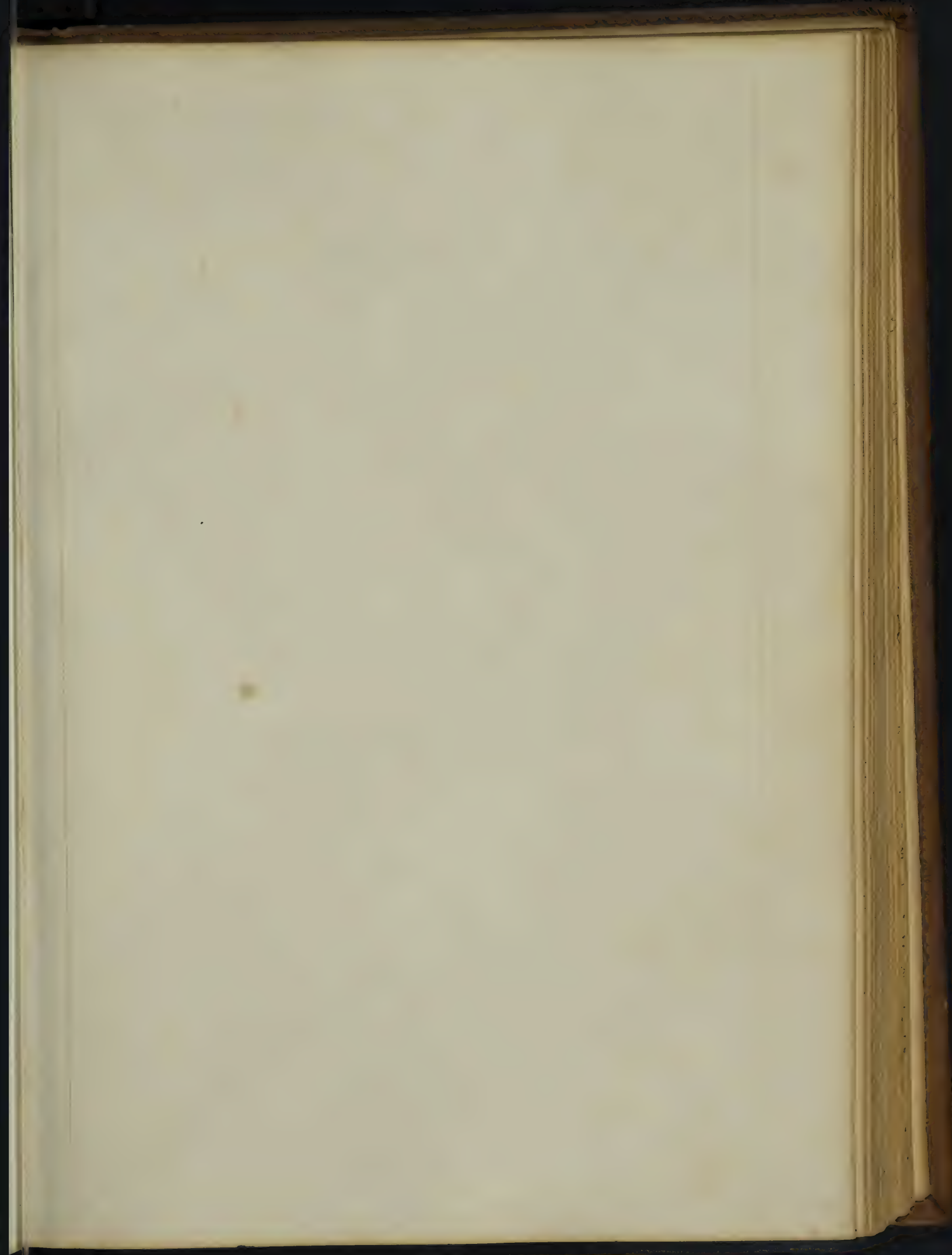


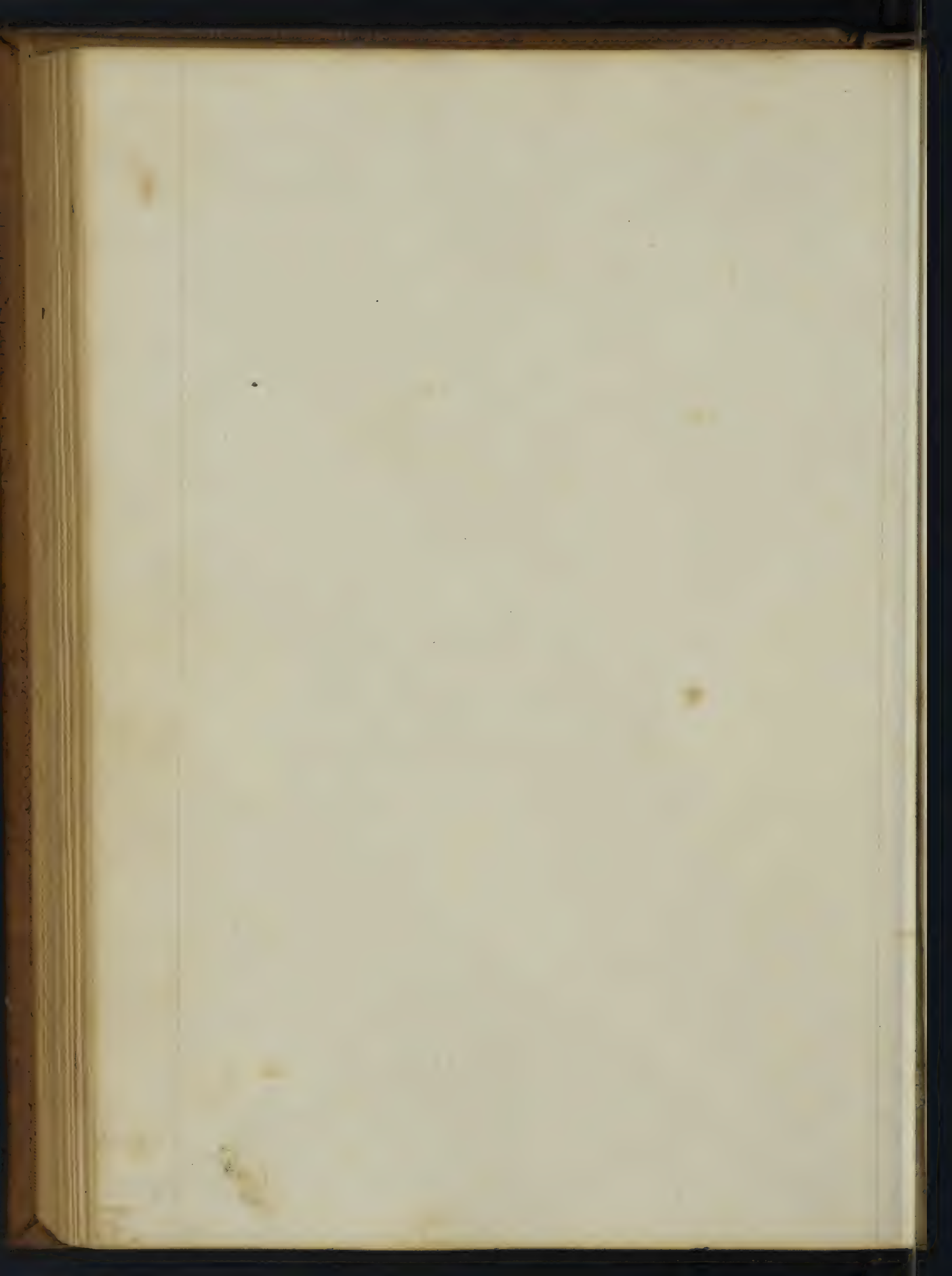












7121111111

11 Contract as known in l. l. is an agreement
between two or more parties, ^{upon suff^t considⁿ} it is or not to do a particular
thing 2. 244. 442. Since business is to be a harmonious
one, each party comes under an obligation to the other & each
acquires a right to what is promised by the other Par 7
The term includes as well agreements executed, i. e. executed
as those which are executory, i. e. not yet
executed. There being in each a consent of a party to an agree-
ment & in each a promise to do or not to do a particular thing
therefore, Par. 5, 7

The Requisites of a contract are 1. Parties 2.
mutual consent 3. some consideration 4. an obligation
to perform or deliver. Par 5, 7

2

1. The consent of the parties & who manifest
their intention to be bound
essence of every contract. The consent of parties is the
essence of every contract. 244. It is not enough that there be an agreement
in words or in writing or in deed. Par 6 & 2304 & 2. Hence
a person who cannot manifest an intention to be bound
cannot regularly make a binding contract. He is not in-
distinguishable 2. Therefore in legal proceedings only those
contracts not of record made by such persons are actually
void. Par 11 & 2. A better opinion is that if a person
factum may be pleaded to void. Par 11 & 2305 & 2. 244
718. now l. l. 52. See also 4 Dec 5. & l. 29 & 3. Mod 296. 301.

[illegible]

2

Dean: I have been con. concerned in writing a letter
to agent, asking him to Dean's trust in some cases, as re-
assured he are generally not coming in expectation that
I should be necessary and - cannot be in the other min-
ute. In 3^d 2^d Dean's - I had - of L. have no discretion
- nor have I mented over - I want to con - to man-
agement see Parent & child

[illegible]

(

11

Tenant in fee agrees to convey with him land &
 does, as issue cannot be compelled to execute y agree =
 then tenant might have stood content, & it not law-
 fully been done to him, as have issue & cannot receive
 of their usual rent. Per 125. Per 238. & 2 Per 370. Heut 209
 Ch. ca. 171. Per ca. 178. 2 Per 534. Tenant & L. issues & can
 so only, and is agreed to convey*. The former by act ac-
 cents & takes benefit of a agree & is therefore bound in con-
 science to execute it on his part. Per 125. Per ca. 171.

* i.e. if y ancestor receives y consideration of y conf. or y
 benefit of y agreement.

That a tenant in fee, who conveys land, in
 payment of a common profit of y L. cannot be bound by a condition
 term of land. Tenant may then be himself ex. in conveyance to his ten-
 ant. Per 17. Per 100. Per 104. The condition of a conveyance is im-
 material in him self, as in a conveyance of land, it is not
 being made. Per 125. 2 Per 534. ^{P.W.}

12

Under a 4th being a party authorized to make a conveyance
 in his own name, and he makes a conveyance in his own name
 Per 128. 28 Per 17. 2 Per 303. 5 Per 307. Martin Per 307.
 But in an 4th he makes a conveyance in his own name, & it
 is not authorized to make, & it is himself is bound to it
 & not Per 128. 2 Per 17. Martin Per 307.

If a tenant agrees to convey land, & does before
 agreement is executed & surrenders it, he cannot be compelled
 to perform. The reason is, whole being it is said, is not
 of a party claiming under a agree to take part. Per 129. Per 150
 60 C.L. Rule. This rule does not hold in Court for houses
 in many, & states no just & reasonable services. Tenant of a
 agree to execute, & surrenders it, & it is not a conveyance
 of a portion, & it is. The jurisdiction is then at an end, it is in full
 force. 2 Per 1034. Per 590. Per 20. Rule in 19. Amb 27. Per 35.

It is a rule of law that a contract is not binding unless it is made with full knowledge of the facts and circumstances. In the case of a contract made by a person who is not of full age or of full mind, the contract is not binding. In the case of a contract made by a person who is not of full age or of full mind, the contract is not binding. In the case of a contract made by a person who is not of full age or of full mind, the contract is not binding.

How assent may be given to contracts

13

Assent may be either express or implied. Express assent is shown by some word or act intended to signify it. Implied assent is shown by some word or act which, according to the ordinary meaning of the word or act, signifies assent. In the case of a contract made by a person who is not of full age or of full mind, the contract is not binding. In the case of a contract made by a person who is not of full age or of full mind, the contract is not binding. In the case of a contract made by a person who is not of full age or of full mind, the contract is not binding.

There is a special assent which arises in certain cases from the nature of the transaction. In the case of a contract made by a person who is not of full age or of full mind, the contract is not binding. In the case of a contract made by a person who is not of full age or of full mind, the contract is not binding. In the case of a contract made by a person who is not of full age or of full mind, the contract is not binding.

[illegible][illegible]

25

[illegible]

21.

[illegible]

[illegible]

10 - Run in a river, request of the to take an individual
was 12 1/2 miles north of 2 miles to the river in a stream
is now 1000 175 175 2 3/4 miles 17 1/2 miles as far up
33 the length of the river is 2 1/2 miles of the river is
a good road as far as the river. The water is to be seen in a
the river 1000 175 175 2 3/4 miles 17 1/2 miles as far up

[illegible]

and others are contained at Ex. 1 for 14 miles.
But the eastern boundary of the main is 95° 2' to
34° 50'. But in any all ways are made illegal by St.
of Maine known as the time of the Maine
maine is also extended to one corner of the
maine except the area of some some. and
maine, or some other portion of time; some not the 37

[illegible]

Vide Aps^t 13.14 &c Pomyn Con. 272.3

361 La 1808 267 La 1895
3/1 10-233

55

40

3. Cereals

3. Certain Rev 80.2 The 20, the 75 the 90 there
is 6 minutes to deliver goods in company. 35 minute to deliver
goods a fair time 65 minute is wild to be sold Rev 180 But
92, 97 etc. 1, 250 Because 35 minute or is a common time
of it under 1 hour one wild that a minute to purchase
with up to 10 min any time a hour is wild good. It's made
immediately. Rev 180 for it creates a great deal. T.R. 114
40% and later time is restricted for half the year. Some
in town a considerable amount more than the other. In the summer
and winter the time is different. It is different. There are some
Sellers who sell Rev 180 The. Well it's not so bad as others say. The
performance is reasonable time is no request. I think so. J.G.

But the estimate would make better the "line" and
 is intended to make it clear that the "line" is not a
 constant. For 100 units of x and y the z is 100. For 150
 units of x and y the z is 150. For 200 units of x and y the z is 200.
 For 250 units of x and y the z is 250. For 300 units of x and y the z is 300.

the nature & kinds of contracts 41

[illegible]

2 Constructive notice is not enough to make a
struck out instrument a nullity. It is not enough
from want of instrument prima facie in prob. i.e. the var
from a form & terms of instrument or express words. It
is then, as received. Par 237 to 400. 139. 238. Year 131. 21 Lev 24
May 14 then 113. This however is not a division or branch of
express cots. being merely a construction from evidence
that a residual is a kind of conveyance. It is not a
residual in a strict manner in a matter of L. to a cot
or a cot. It has a title according to the rule in Thompson
Bishop and of Blackstone for several reasons. See Par 237
then 122

So a receipt in a marriage settlement agreement
of Thomas A is to pay B £1000 for marriage portion. He
was held to be a cot for a receipt. Par 238 2 then
57 2 Co. ca. at 552. 1 So an exception in a deed in a
marriage settlement to a cot. is a receipt. It is a receipt of a farm ex-
cepting a particular close. This is said to be a 'cot. by a
y. close shall not pass by a devise. Par 238. 9 Cro. E. 557. 1
17 1 Leon 117. 201 2 121 112 506. That need not be calling
it a cot. If not a cot. part executed it is not a cot. It
seems to be only a matter of description. Cal. 196 11 Mod. 170
a reservation of rent by a lessor amounts to a cot. of part of a lease
to pay rent Cro. E. 657 Str 407 1 Vent. 10 Cro. E. 399 Popk 136. 7
1 Par 243. 4

43 But it is now held not to amount to a cot. if a lease
shall not disturb lessor's possession of it. For y. 1662 in a Stran-
ger to have exception. But when an exception is of something arising
out of a thing devised it amounts to a cot. of a lease shall
not disturb lessor. See, unless it be an 'indemnity' Par 238
But the whether an 'indemnity' is necessary. Leon 314
1 Par 241. 2

Ex. lease of land ex. p. n. a right of way over it
 lease of land ex. p. n. a right of way over it
 324 1 Bac 531 case 132 3d 147 11 Nov 170 The lease, unsee,
 has an interest in y. subject out in the right of way over
 & therefore is an interest in y. subject. In a lease
 ten of land in a lease indenture, a covenant to erect a house,
 and a right of way, Lessee 1 Nov 242 4th ed. 557, by 37th 477, but
 10 Nov 3. 399 3d 518 ex. lease a paying rent for
 lease with a covenant of waste gives rise to a covenant
 in y. land demised 1 Nov 243 4th ed. 132 & it is an obli-
 gation is enclosed & y. obligor owes, y. obligee, in a lease
 indenture shall be void, if it is a covenant to erect a house
 and a covenant, for such covenant to be y. in the lease
 1 Nov 244 4th ed. 240

3 Implicative contexts are those whose main
 clause is expressed in terms, not realized by construction with
 terms, even in a modal context. But we will examine
 nature of the nature of the case in. The condition
 or action via with an express however for not a context
 to be is implicative. For 240. While it is not a mistake with
 authority, more than an implication. There is an im-
 plicative because to account for it. For 250. But it will
 not.

[illegible]

52 found 1st case 2nd case ? * L.L. 2 H. 3C. 570 4 is 136 Rec.
452 572. 2. 710 No. 1 case in insurance is here I 76. 3C.
574. 575. 2. 710 But it was case of same procedure - 572-90
Suppose if it is to be named I T.A. \$90 * no, y party
bound must take a risk

[illegible]

[illegible][illegible][illegible]

[illegible][illegible]

And I must extend remarks further on the point
of the matter, I must have been an existing claim
which would claim as ex^{by way from} pro. There can be no consid-
Robt. H. 35. 203 on Loan 45 to 100. The undist. must
appear in the first (and is under #2 above) 10/4/50 at
10 Robt. H. 207 50 to 100. 10/4/50. From it measures, and
to be written & from undist. of consideration (like con-
sideration must appear in writing. To be all over the
claim that must have been written, when he makes y/prop-
ise Robt. H. 207 100 to 300. In 10/4/50 one is consideration of
being made as it is not writing, it

For in all such cases a promise is to answer
one debt^d by another. Ex. Gra. is said to a merchant "I will
or orders to J. S. a cheque of £1000" or "I will pay them on my
account" or "I will pay J. S. bill for you, a promise is original
indebtedness for it is not substituted it is given with L. & S.
11th Dec. 1820. L. & S. 1820. But 109, 16, it is not a promise to answer
one debt of another, but a promise. But if a man said "I will
pay to J. S. £1000" or "I will pay J. S. bill for you, I will pay"
it is collateral cash. 117, 114/12/120. Vol 24. Exp 102

[illegible]

[illegible]

4. These men make a moral duty to pay for
a benefit received & not a moral promise to perform
a duty & will fulfill it. Medicine furnished
to them. The overseers afterwards promise to pay for
it. The promise is binding - no treated as a matter of
fact another at Pea ex 213 Bul. N. P. 281 That a moral
obligation merely without a previous legal liability is a sufficient
consideration vide 5 Taunton

Miscellaneous Russ.

The promise to pay a certain sum in consideration of monies so advanced is not a bill for assumpsit. But there is a case where negotio there was no bill due from A. to B. and it appeared that B. was an assignee of the bill of A. to C. 157. 1203. 1204. 1205. 1206. 1207. 1208. 1209. 1210. 1211. 1212. 1213. 1214. 1215. 1216. 1217. 1218. 1219. 1220. 1221. 1222. 1223. 1224. 1225. 1226. 1227. 1228. 1229. 1230. 1231. 1232. 1233. 1234. 1235. 1236. 1237. 1238. 1239. 1240. 1241. 1242. 1243. 1244. 1245. 1246. 1247. 1248. 1249. 1250. 1251. 1252. 1253. 1254. 1255. 1256. 1257. 1258. 1259. 1260. 1261. 1262. 1263. 1264. 1265. 1266. 1267. 1268. 1269. 1270. 1271. 1272. 1273. 1274. 1275. 1276. 1277. 1278. 1279. 1280. 1281. 1282. 1283. 1284. 1285. 1286. 1287. 1288. 1289. 1290. 1291. 1292. 1293. 1294. 1295. 1296. 1297. 1298. 1299. 1300. 1301. 1302. 1303. 1304. 1305. 1306. 1307. 1308. 1309. 1310. 1311. 1312. 1313. 1314. 1315. 1316. 1317. 1318. 1319. 1320. 1321. 1322. 1323. 1324. 1325. 1326. 1327. 1328. 1329. 1330. 1331. 1332. 1333. 1334. 1335. 1336. 1337. 1338. 1339. 1340. 1341. 1342. 1343. 1344. 1345. 1346. 1347. 1348. 1349. 1350. 1351. 1352. 1353. 1354. 1355. 1356. 1357. 1358. 1359. 1360. 1361. 1362. 1363. 1364. 1365. 1366. 1367. 1368. 1369. 1370. 1371. 1372. 1373. 1374. 1375. 1376. 1377. 1378. 1379. 1380. 1381. 1382. 1383. 1384. 1385. 1386. 1387. 1388. 1389. 1390. 1391. 1392. 1393. 1394. 1395. 1396. 1397. 1398. 1399. 1400. 1401. 1402. 1403. 1404. 1405. 1406. 1407. 1408. 1409. 1410. 1411. 1412. 1413. 1414. 1415. 1416. 1417. 1418. 1419. 1420. 1421. 1422. 1423. 1424. 1425. 1426. 1427. 1428. 1429. 1430. 1431. 1432. 1433. 1434. 1435. 1436. 1437. 1438. 1439. 1440. 1441. 1442. 1443. 1444. 1445. 1446. 1447. 1448. 1449. 1450. 1451. 1452. 1453. 1454. 1455. 1456. 1457. 1458. 1459. 1460. 1461. 1462. 1463. 1464. 1465. 1466. 1467. 1468. 1469. 1470. 1471. 1472. 1473. 1474. 1475. 1476. 1477. 1478. 1479. 1480. 1481. 1482. 1483. 1484. 1485. 1486. 1487. 1488. 1489. 1490. 1491. 1492. 1493. 1494. 1495. 1496. 1497. 1498. 1499. 1500. 1501. 1502. 1503. 1504. 1505. 1506. 1507. 1508. 1509. 1510. 1511. 1512. 1513. 1514. 1515. 1516. 1517. 1518. 1519. 1520. 1521. 1522. 1523. 1524. 1525. 1526. 1527. 1528. 1529. 1530. 1531. 1532. 1533. 1534. 1535. 1536. 1537. 1538. 1539. 1540. 1541. 1542. 1543. 1544. 1545. 1546. 1547. 1548. 1549. 1550. 1551. 1552. 1553. 1554. 1555. 1556. 1557. 1558. 1559. 1560. 1561. 1562. 1563. 1564. 1565. 1566. 1567. 1568. 1569. 1570. 1571. 1572. 1573. 1574. 1575. 1576. 1577. 1578. 1579. 1580. 1581. 1582. 1583. 1584. 1585. 1586. 1587. 1588. 1589. 1590. 1591. 1592. 1593. 1594. 1595. 1596. 1597. 1598. 1599. 1600. 1601. 1602. 1603. 1604. 1605. 1606. 1607. 1608. 1609. 1610. 1611. 1612. 1613. 1614. 1615. 1616. 1617. 1618. 1619. 1620. 1621. 1622. 1623. 1624. 1625. 1626. 1627. 1628. 1629. 1630. 1631. 1632. 1633. 1634. 1635. 1636. 1637. 1638. 1639. 1640. 1641. 1642. 1643. 1644. 1645. 1646. 1647. 1648. 1649. 1650. 1651. 1652. 1653. 1654. 1655. 1656. 1657. 1658. 1659. 1660. 1661. 1662. 1663. 1664. 1665. 1666. 1667. 1668. 1669. 1670. 1671. 1672. 1673. 1674. 1675. 1676. 1677. 1678. 1679. 1680. 1681. 1682. 1683. 1684. 1685. 1686. 1687. 1688. 1689. 1690. 1691. 1692. 1693. 1694. 1695. 1696. 1697. 1698. 1699. 1700. 1701. 1702. 1703. 1704. 1705. 1706. 1707. 1708. 1709. 1710. 1711. 1712. 1713. 1714. 1715. 1716. 1717. 1718. 1719. 1720. 1721. 1722. 1723. 1724. 1725. 1726. 1727. 1728. 1729. 1730. 1731. 1732. 1733. 1734. 1735. 1736. 1737. 1738. 1739. 1740. 1741. 1742. 1743. 1744. 1745. 1746. 1747. 1748. 1749. 1750. 1751. 1752. 1753. 1754. 1755. 1756. 1757. 1758. 1759. 1760. 1761. 1762. 1763. 1764. 1765. 1766. 1767. 1768. 1769. 1770. 1771. 1772. 1773. 1774. 1775. 1776. 1777. 1778. 1779. 1780. 1781. 1782. 1783. 1784. 1785. 1786. 1787. 1788. 1789. 1790. 1791. 1792. 1793. 1794. 1795. 1796. 1797. 1798. 1799. 1800. 1801. 1802. 1803. 1804. 1805. 1806. 1807. 1808. 1809. 1810. 1811. 1812. 1813. 1814. 1815. 1816. 1817. 1818. 1819. 1820. 1821. 1822. 1823. 1824. 1825. 1826. 1827. 1828. 1829. 1830. 1831. 1832. 1833. 1834. 1835. 1836. 1837. 1838. 1839. 1840. 1841. 1842. 1843. 1844. 1845. 1846. 1847. 1848. 1849. 1850. 1851. 1852. 1853. 1854. 1855. 1856. 1857. 1858. 1859. 1860. 1861. 1862. 1863. 1864. 1865. 1866. 1867. 1868. 1869. 1870. 1871. 1872. 1

But a promise to pay in consideration of a horse
 staying a suit but not a final promise. The
 debt remains as it is. no discharge. and no
 discharge as in other cases. see note 205. 2124
 2111 94 3 Bur 587-2124 2101 2 H R 312 for 573* contra
 111. 330 And a promise to pay is considered a promise
 abandoning an action on Trover 12 L. J. 2124 2125
 same damages is considered a promise to pay 2124 2125
 same debt. It is to pay a sum of money which is
 able to pay i.e. payment of a horse. see 2124 2125
 in an action of Trover 2 L. J. 2125 * 3 Cap. R. 86

Suppose a man to be a carrier = if he is not
 answering if suit is not be good in law, as replevin is a
 remedy for ever to bring another suit? 2 H R 195 2101
 and liability is extinguished. In Con + not used -
 The replevin has no real operation. From to have a
 debt is a debt and release - If taken on same process is
 collateral and upon for value continues a J. S. may
 be arrested again. See 2124 2125. I conclude
 if he was taken on final process and was thus
 released - For releasing him w^o discharge & debt
 - 2124 2125 17. R 557 6 Str 525. 7. 421 (Note 57 Contra

Some are supposed to be there arises a new
 contract a new promise to answer for which is of no
 use good whether it is a new promise to answer or not
 a distinct transaction or not whether a debt is discharge
 or not? 3 Bur 188-2124 2125 330 as for a new promise of a
 suit But it is not a new promise. see 2124 2125 2126 2127
 2128 2129 3 Bur 188-2124 2125 2126 2127 2128 2129

When ascending to above miles of promise must
be written to be genuine & must necessarily in descending
order that was written. Suppt appear in ext. Feb 80
to Aug. 750 to 2⁷⁹ The 5 of 1000 ft. in hollow
under mile of v. mls, not under mile of reading
35 2 157 1 hour and 10 P. 42 n 3 This mile has 71
been held as one unit, contemplated in S. Carr. 289
Root 146 12 Moir. 540 4 Dec. 055 exp., de merrin to
quid = confession maxime in written Root 77 & 78 180 n
a rather, vernam, I can't believe it under a demon-
str. in a man. is not in writing Thus if such a sort
of blacked in base of another action Feb 10 12 n 2 20 49
Feb 29⁻⁹ Jan 450 Smaller & better in material in case
it is written But it is necessary in the case, as well
as in case it has to be re-written Feb. 23 50 Root 10
a small ext. from fact character & also two in with
a thin & writing at the top. In some part on an entire
ent. is very & writing to be re-written Jan 23 50
1014 Feb 21 12 n 173 n 23 M. R. 30 12 Bot continued to be ac-
admission Ann. 410, 5

The following is a list of the names of the
 persons who have been admitted to the
 membership of the Society since the last
 meeting. The names are given in the order
 in which they were admitted. The names
 are given in full, and the date of admission
 is given in full. The names are given in
 full, and the date of admission is given in
 full. The names are given in full, and the
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4. List of the names of the persons who have been admitted to the membership of the Society since the last meeting.

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 persons who have been admitted to the
 membership of the Society since the last
 meeting. The names are given in the order
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 are given in full, and the date of admission
 is given in full. The names are given in
 full, and the date of admission is given in
 full. The names are given in full, and the
 date of admission is given in full. The
 names are given in full, and the date of
 admission is given in full. The names are
 given in full, and the date of admission is
 given in full. The names are given in full,
 and the date of admission is given in full.

[illegible]

In 2 April⁵⁵⁹ received letter addressed by I. Thomsen
The agreement was not denied, but a decision was an-
nounced concerning the case of 57.5. The amount was in-
complete on 10 June. I will be given of instructions to attend-
teacher from not attend. I have been in the past have been
in 57.5. I have not 57.5. The agreement was not con-
sidered. It remains quiet to receive in 70. Re 30 April 19
I will be 13. I have it. I will it send ^{the} agreement to the
the my committee a new - I have it. I will it send 57.5
the the the the the

[illegible]

See the law of y same person; 14th rule effect of 11th
 last mod of agreement to libelment 11th for proving it also
 de 2 Bk 4h. 557 1 Jan 170 Feb 15 Las Marcos. Gloriam. Harbor
 L. Mans² held it confers a take it out of 11th Jan. 2nd 2
 through, time L. Eliza contra 11th 11 68 Because con-
 pelling a Dep. to answer a bare agreement later in under
 a temptation to commit a perjury What then! Does not
 obj. hold equally in every case in wh. Dep. is bound
 to answer? Perjury by Dep. is not what is intended
 to prevent. Besides it can not be used as counsel-
 ling an answer, if a agree^t is written, in wh. case it
 is clearly compellable to answer

It is bound to confess or deny, it must follow
 if his confession takes a wrong turn out of the question
 and it will not avail him for so. For if it would not
 it would not be to answer him? Then 7th it is not
 solid in Eng. it is not to a real answer - but a mere
 land he has no answer it is an answer that is bound to
 it is a mere confession out of it. Bk 2 40th Jan 183 this
 can be done

Upon a same principle viz 4th there is no danger
 of fraud or perjury in a book, a parcel cont. for answer.
 81 Case of L. 11th a manure was before a master in 11th
 under a order in it is binding. Bk 2 71. 4. Bk 2 3. 220 1411
 280 Bk 2 334 Feb 15 How could it be made void
 cont. void? Is a parcel cont. between two solicitors in
 it is, in a suit, between two men was decreed Bk 2
 394 Feb 15n Again according to several opinions, ba-
 nol agreement restricting an 11th in lands is inferable
 from circumstantial facts in proving it. There is no
 danger of perjury in binding it

[illegible]

2. Other exactions taken, were introduced by § 2
It was admitted in principle & an act made to prevent
such and not to receive sub-constructed as we now
are to encourage it. \$2,500 for 1845 & 1792
The act is to be liberally exercised * \$2,001 for
the next year or not to be a base agreement, but true
idea is to be made any other, & not to be a base
more or less of agreement, but to be a base agreement
in the act 1842, § 1 Feb 1792 * It is remedied

[illegible]

In a written agreement made in London a vessel 80
 not built in England written agreement after which she was
 a vessel built in London. 1811. 2-1812. 1-1813. 2-1814. 1-1815.
 1816. 2-1817. 1-1818. 2-1819. 1-1820. 2-1821. 1-1822. 2-1823.
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 1860. 1-1861. 2-1862. 1-1863. 2-1864. 1-1865. 2-1866. 1-1867. 2-1868.
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 2004. 1-2005. 2-2006. 1-2007. 2-2008. 1-2009. 2-2010. 1-2011. 2-2012.
 2013. 1-2014. 2-2015. 1-2016. 2-2017. 1-2018. 2-2019. 1-2020. 2-2021.
 2022. 1-2023. 2-2024. 1-2025. 2-2026. 1-2027. 2-2028. 1-2029. 2-2030.
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 2103. 1-2104. 2-2105. 1-2106. 2-2107. 1-2108. 2-2109. 1-2110. 2-2111.
 2112. 1-2113. 2-2114. 1-2115. 2-2116. 1-2117. 2-2118. 1-2119. 2-2120.
 2121. 1-2122. 2-2123. 1-2124. 2-2125. 1-2126. 2-2127. 1-2128. 2-2129.
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 2166. 1-2167. 2-2168. 1-2169. 2-2170. 1-2171. 2-2172. 1-2173. 2-2174.
 2175. 1-2176. 2-2177. 1-2178. 2-2179. 1-2180. 2-2181. 1-2182. 2-2183.
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 2202. 1-2203. 2-2204. 1-2205. 2-2206. 1-2207. 2-2208. 1-2209. 2-2210.
 2211. 1-2212. 2-2213. 1-2214. 2-2215. 1-2216. 2-2217. 1-2218. 2-2219.
 2220. 1-2221. 2-2222. 1-2223. 2-2224. 1-2225. 2-2226. 1-2227. 2-2228.
 2229. 1-2230. 2-2231. 1-2232. 2-2233. 1-2234. 2-2235. 1-2236. 2-2237.
 2238. 1-2239. 2-2240. 1-2241. 2-2242. 1-2243. 2-2244. 1-2245. 2-2246.
 2247. 1-2248. 2-2249. 1-2250. 2-2251. 1-2252. 2-2253. 1-2254. 2-2255.
 2256. 1-2257. 2-2258. 1-2259. 2-2260. 1-2261. 2-2262. 1-2263. 2-2264.
 2265. 1-2266. 2-2267. 1-2268. 2-2269. 1-2270. 2-2271. 1-2272. 2-2273.
 2274. 1-2275. 2-2276. 1-2277. 2-2278. 1-2279. 2-2280. 1-2281. 2-2282.
 2283. 1-2284. 2-2285. 1-2286. 2-2287. 1-2288. 2-2289. 1-2290. 2-2291.
 2292. 1-2293. 2-2294. 1-2295. 2-2296. 1-2297. 2-2298. 1-2299. 2-2300.
 2301. 1-2302. 2

[illegible]

[illegible]

The next day I went to the library. I found a number of books on the subject of the 19th century and the 20th century and the 21st century and the 22nd century and the 23rd century and the 24th century and the 25th century and the 26th century and the 27th century and the 28th century and the 29th century and the 30th century and the 31st century and the 32nd century and the 33rd century and the 34th century and the 35th century and the 36th century and the 37th century and the 38th century and the 39th century and the 40th century and the 41st century and the 42nd century and the 43rd century and the 44th century and the 45th century and the 46th century and the 47th century and the 48th century and the 49th century and the 50th century and the 51st century and the 52nd century and the 53rd century and the 54th century and the 55th century and the 56th century and the 57th century and the 58th century and the 59th century and the 60th century and the 61st century and the 62nd century and the 63rd century and the 64th century and the 65th century and the 66th century and the 67th century and the 68th century and the 69th century and the 70th century and the 71st century and the 72nd century and the 73rd century and the 74th century and the 75th century and the 76th century and the 77th century and the 78th century and the 79th century and the 80th century and the 81st century and the 82nd century and the 83rd century and the 84th century and the 85th century and the 86th century and the 87th century and the 88th century and the 89th century and the 90th century and the 91st century and the 92nd century and the 93rd century and the 94th century and the 95th century and the 96th century and the 97th century and the 98th century and the 99th century and the 100th century and the 101st century and the 102nd century and the 103rd century and the 104th century and the 105th century and the 106th century and the 107th century and the 108th century and the 109th century and the 110th century and the 111th century and the 112th century and the 113th century and the 114th century and the 115th century and the 116th century and the 117th century and the 118th century and the 119th century and the 120th century and the 121st century and the 122nd century and the 123rd century and the 124th century and the 125th century and the 126th century and the 127th century and the 128th century and the 129th century and the 130th century and the 131st century and the 132nd century and the 133rd century and the 134th century and the 135th century and the 136th century and the 137th century and the 138th century and the 139th century and the 140th century and the 141st century and the 142nd century and the 143rd century and the 144th century and the 145th century and the 146th century and the 147th century <

[illegible]

It is not necessary of a contract to require signing for its binding
 effect, he is in writing The 1st requirement is agreement
 to be in writing, namely he "the contract is binding" 48 3. 600 2
 42 9. 100 251 3 32 100 308 3 with 503, ^{"Deed" 36} After this is an agree-
 ment, terms of an agreement - agreement, this is a
 memorandum in writing of an agreement dated 74. The bare
 writing of an agreement with a party on hand does not
 assent with necessity of signing, P.W. 770 Robt. v. E. of
 shell of course

Of the consideration necessary to constitute

100

A contract is an agreement made between two or more persons to do a particular thing 2 Re 442. It is necessary that
 the parties to a contract be of legal age and of sound mind. Consideration
 is material cause of a contract - it is something of value
 which one party gives to the other in exchange for the promise
 Re 330 2 Re 443.4

Of two kinds good & valuable 1. Good
 is that of which the law has a natural affection or regard
 near relation 2 Re 207. 444 3 to 531 Par 371. Item 427. Item
 337. Good is that which is exacted is not a return
 of parties in nature of a contract for consideration
 a natural affection. But it is not a purchase or sale
 and is not a contract - it is not a contract 2 Re 107

101

Consideration is not a contract, it is a contract made
 in the in many cases Re 331.9. Item 2. Q. P. 118 2. 10

2. valuable This consists of something of legal value
 value as money, goods, labour, marriage 2 Re 207 3 to
 83. In many cases it is necessary for a contract, but it is not
 487

[illegible]

[illegible]

117

[illegible]

118

* Ifc. the net income, such as transportation
or insurance, rent, taxes will not

119-

[illegible]

120

After wide case of marksman p 88 But will never want of every
kind, for found in 6 on vol². 2 or 145 & 2 P. H. 209 3-290 at 2 y months
depressed must resort to his shoulder action for y branch & rest of man
to run bare upon rule in relation to cont. recital with need, as in
sales of goods under false representation or non delivery to rec'd
2931 Jan p 90 483.00 @ 159 But y rule is in fact can much more
ca. to late decision vide "3d on case" 17 June 1900 39. 19458 John's s
also. "now hold a true in your of same ca. 11 (or part of cont.)

[illegible]

76

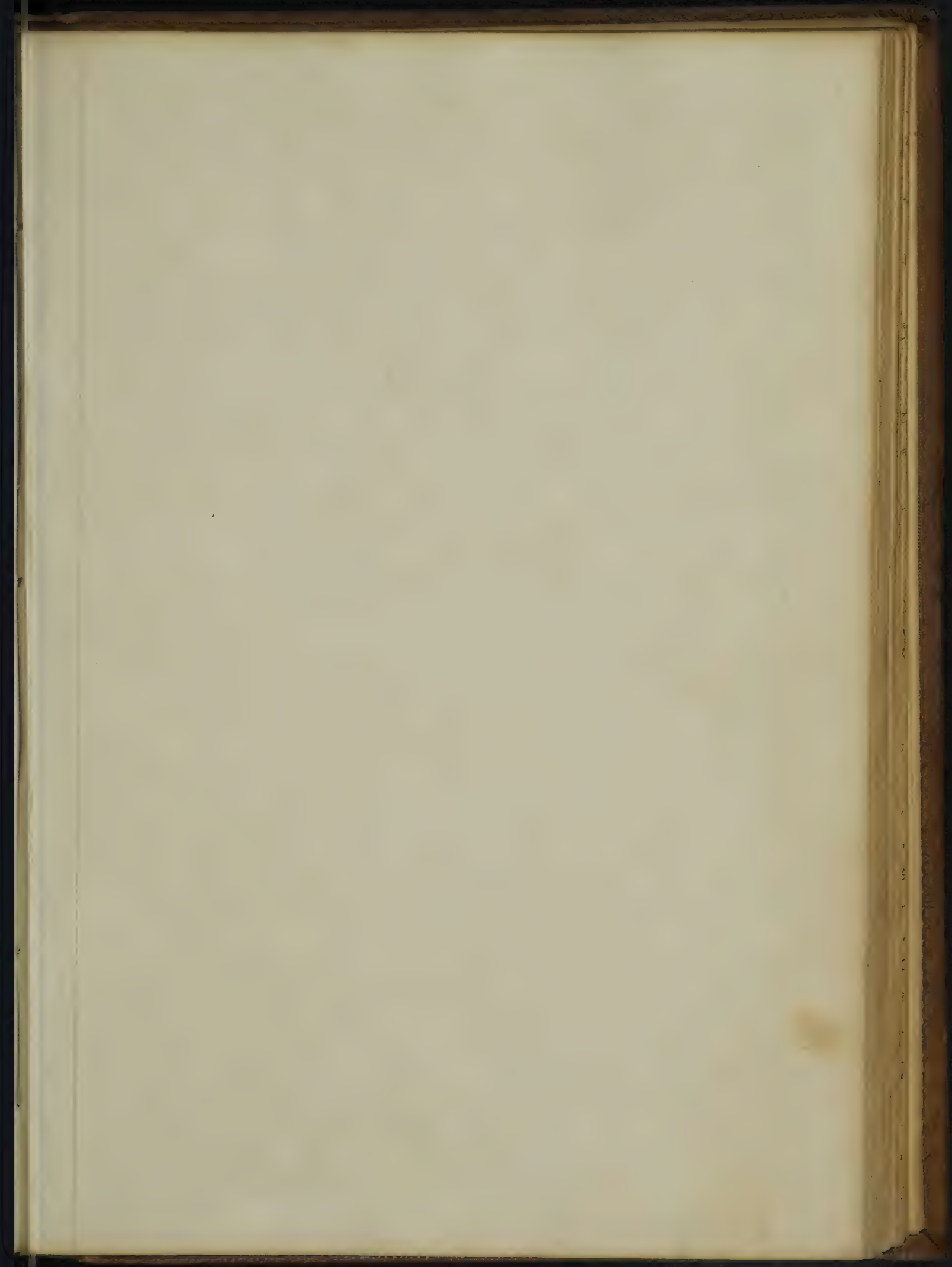
131

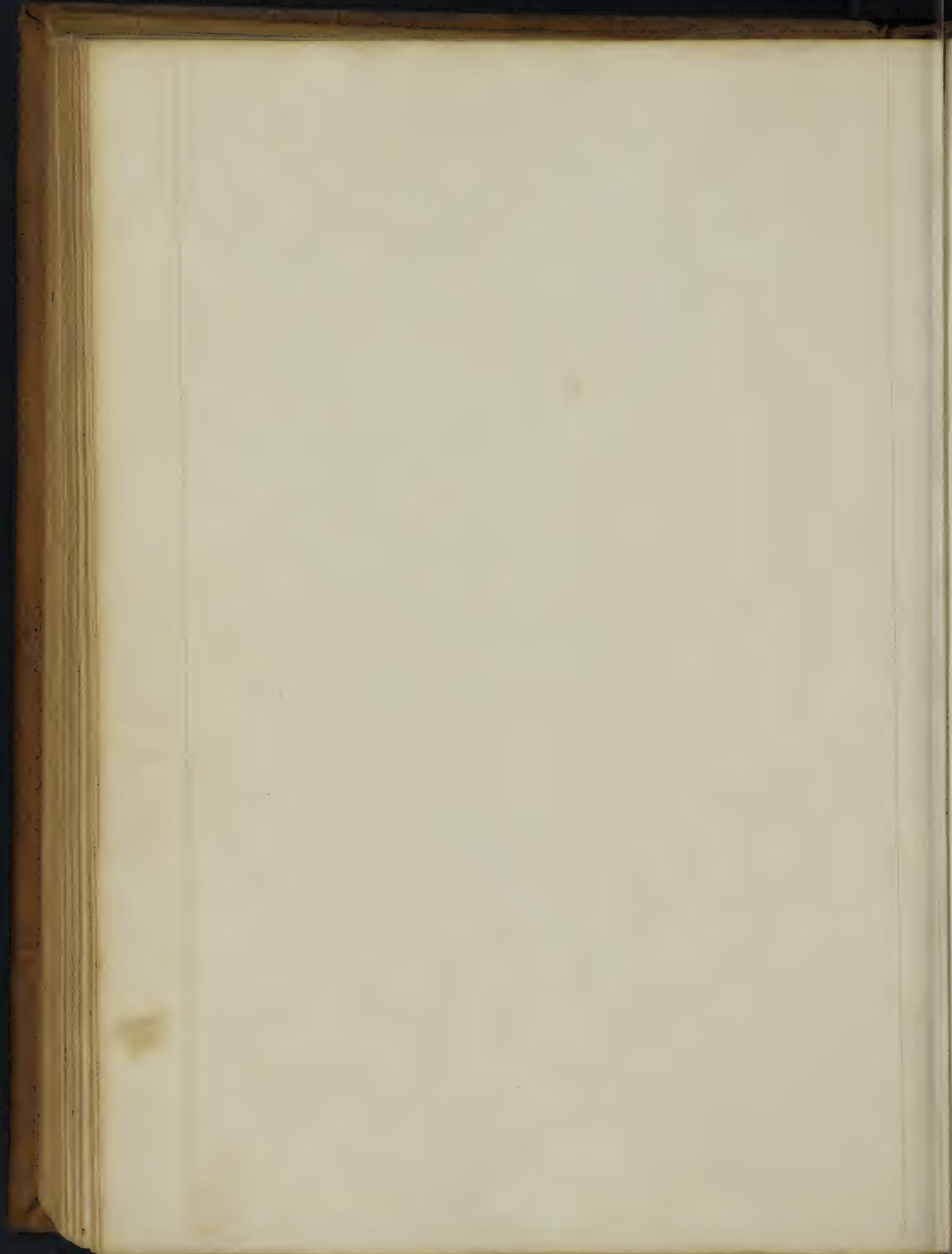
132

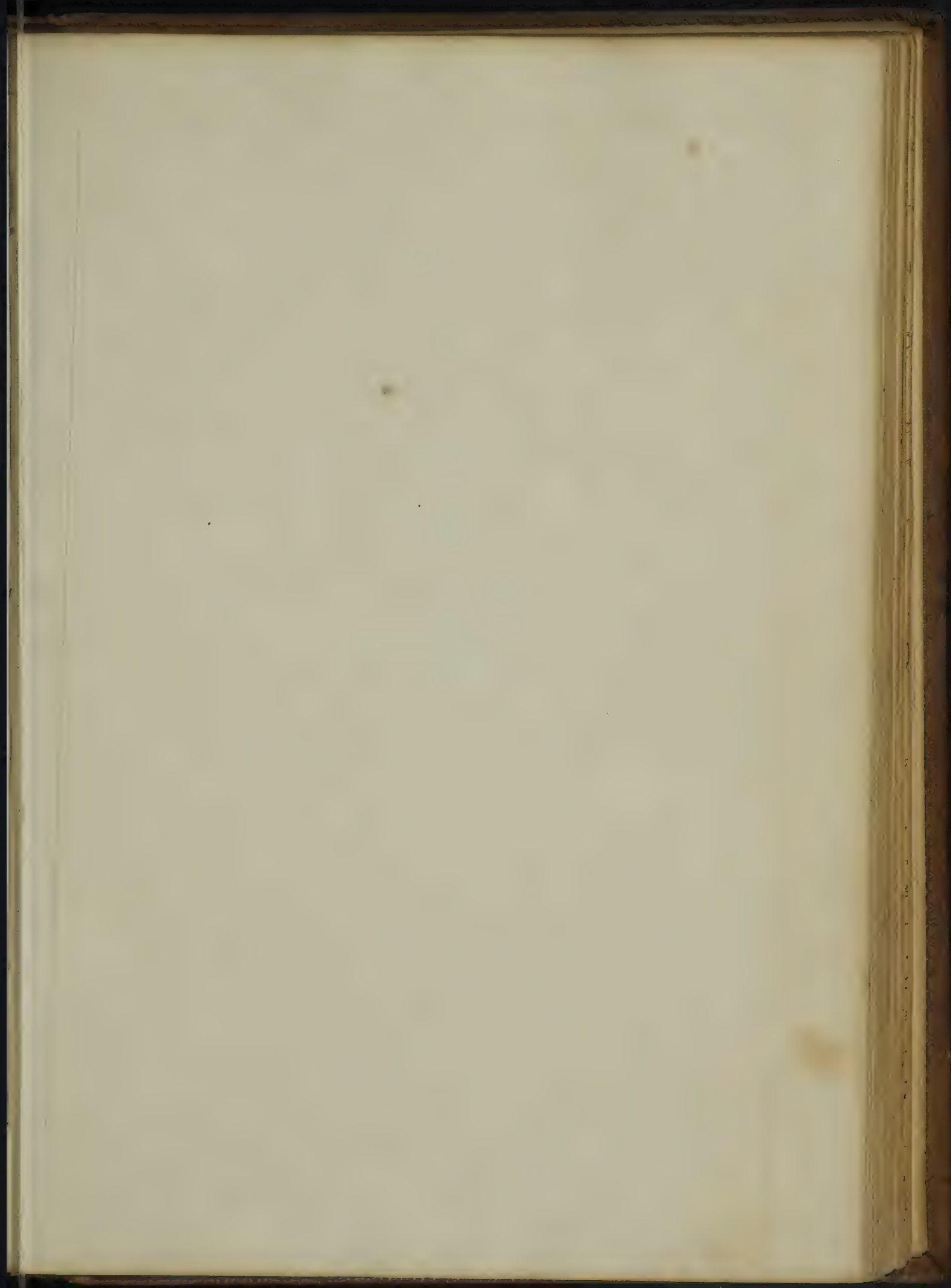
The connections in moments are made at a same time
between 4 names making a same subject. However, the
names are put on a same card and are taken together for purpose
of construction. Now 410 & 420 are in. I think there will be a
few more reserved - they make a mistake

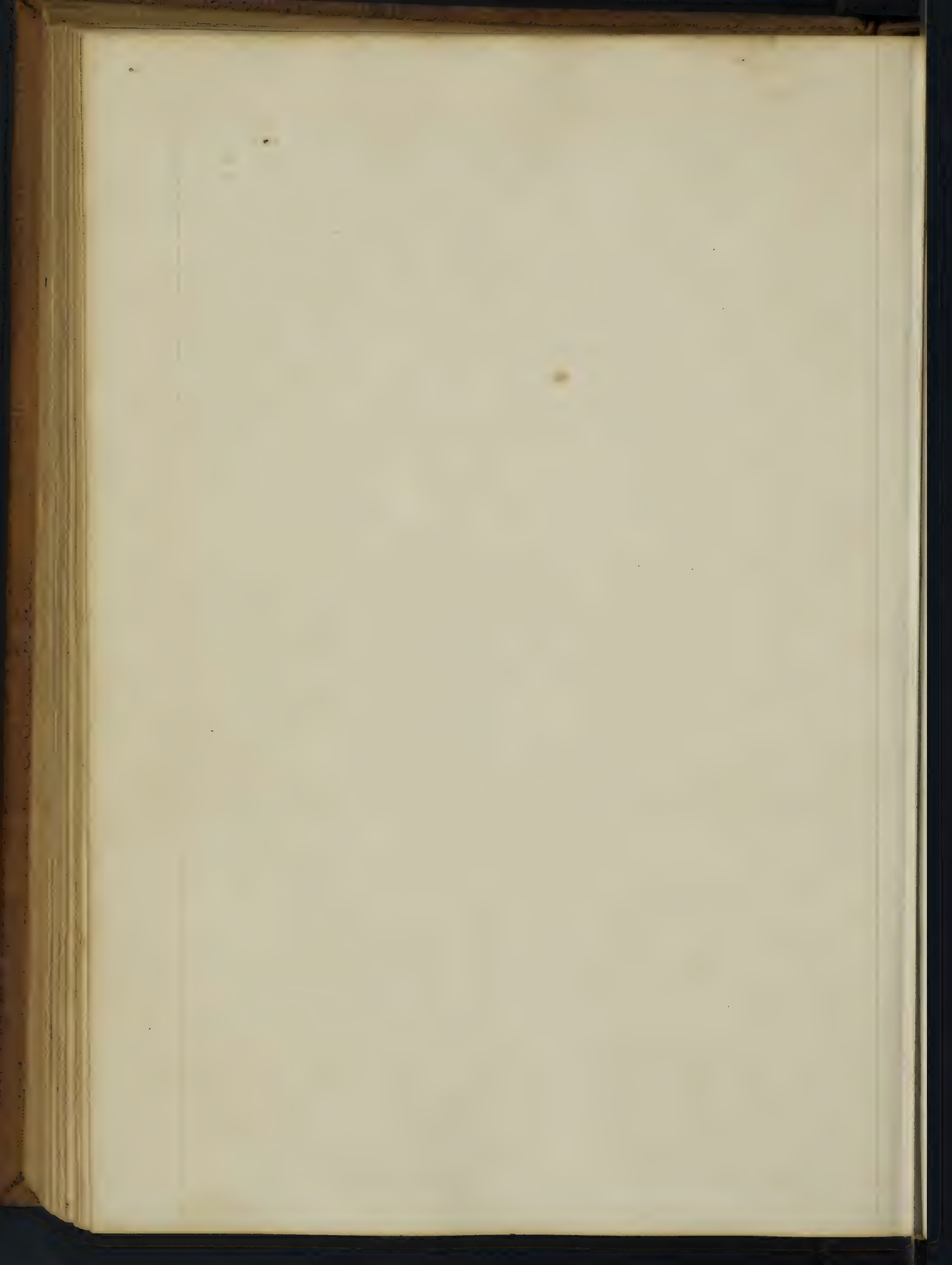
C. communis. Isotrichum. Mulline tenuis

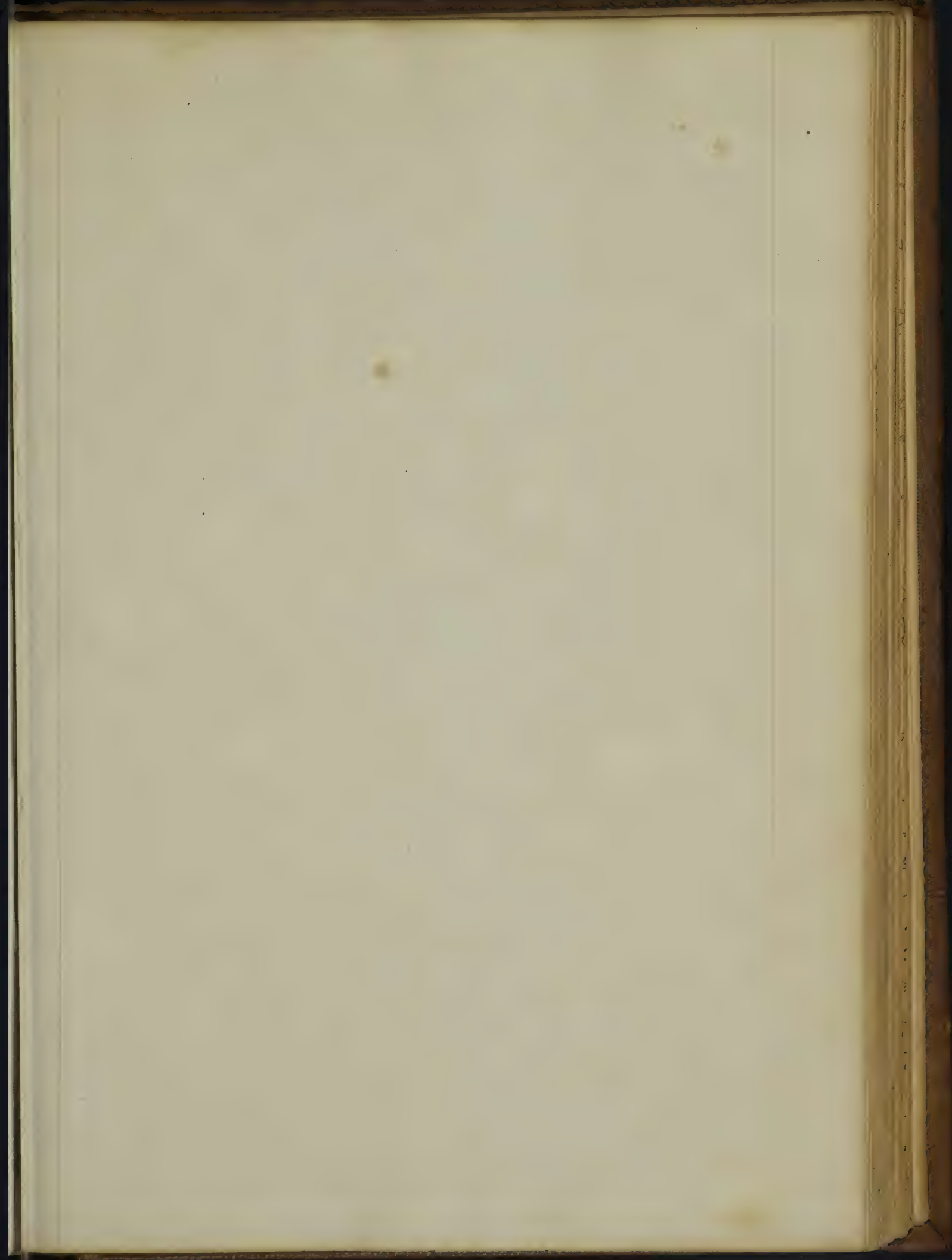
For when a man is by a formalist to have effect or be
noticed is considered as good of a third person himself into
sphere about as motive for a person's. In cont. to buy
prop. at not a moment of that nature. The parties have
bound by his decision - if he refuses to let a price & cost
become a rule / 2v 415.10

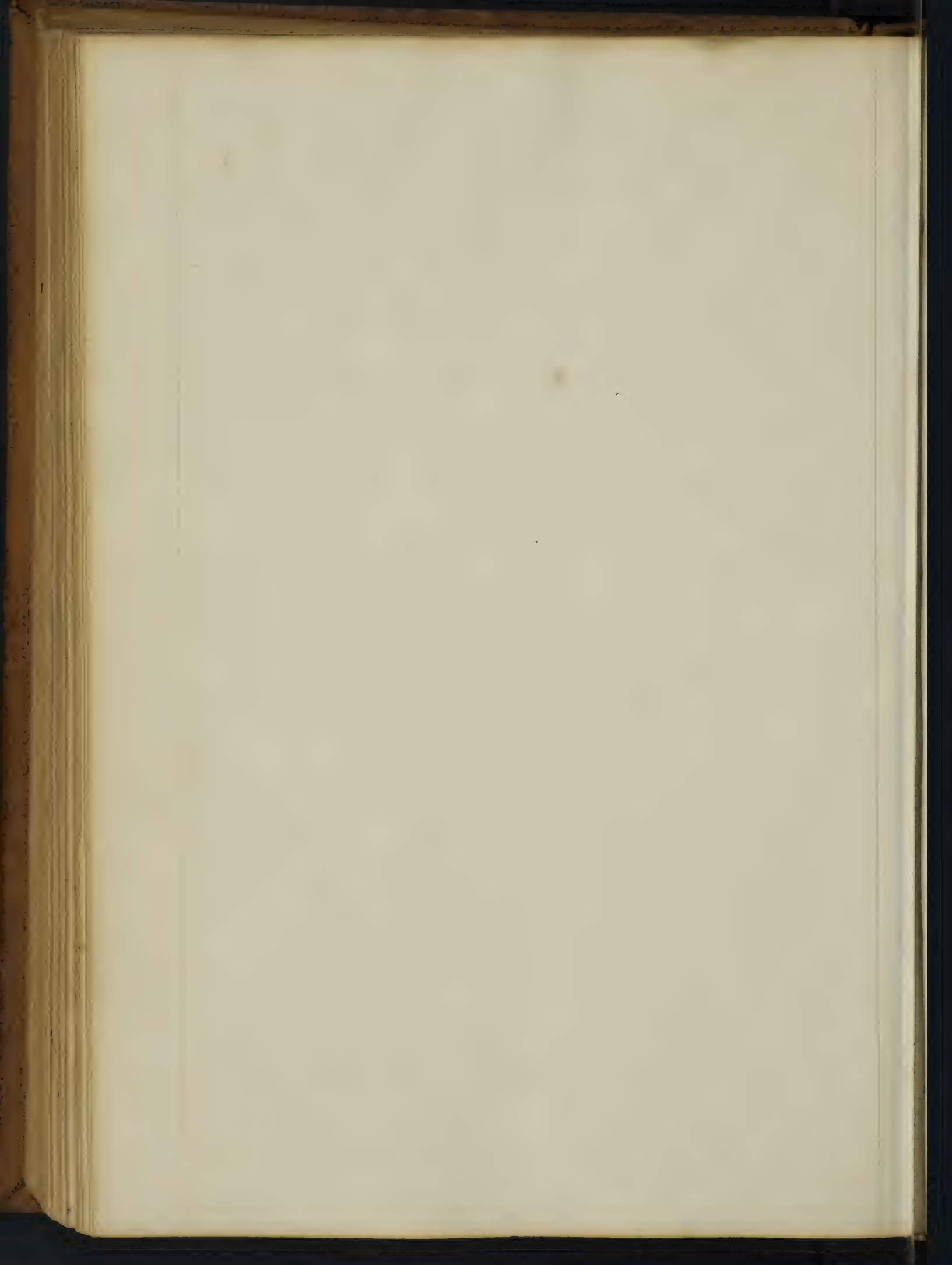


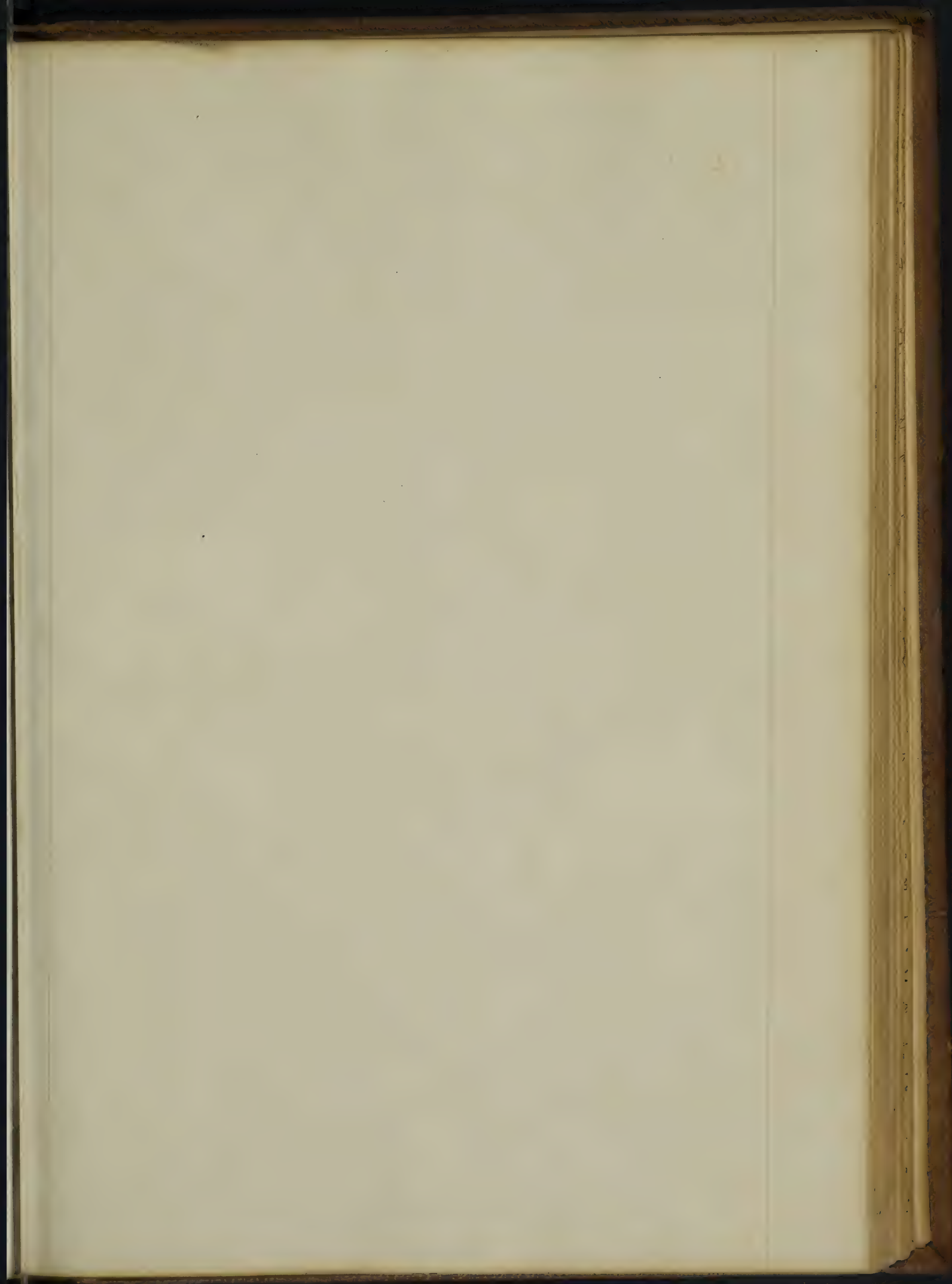


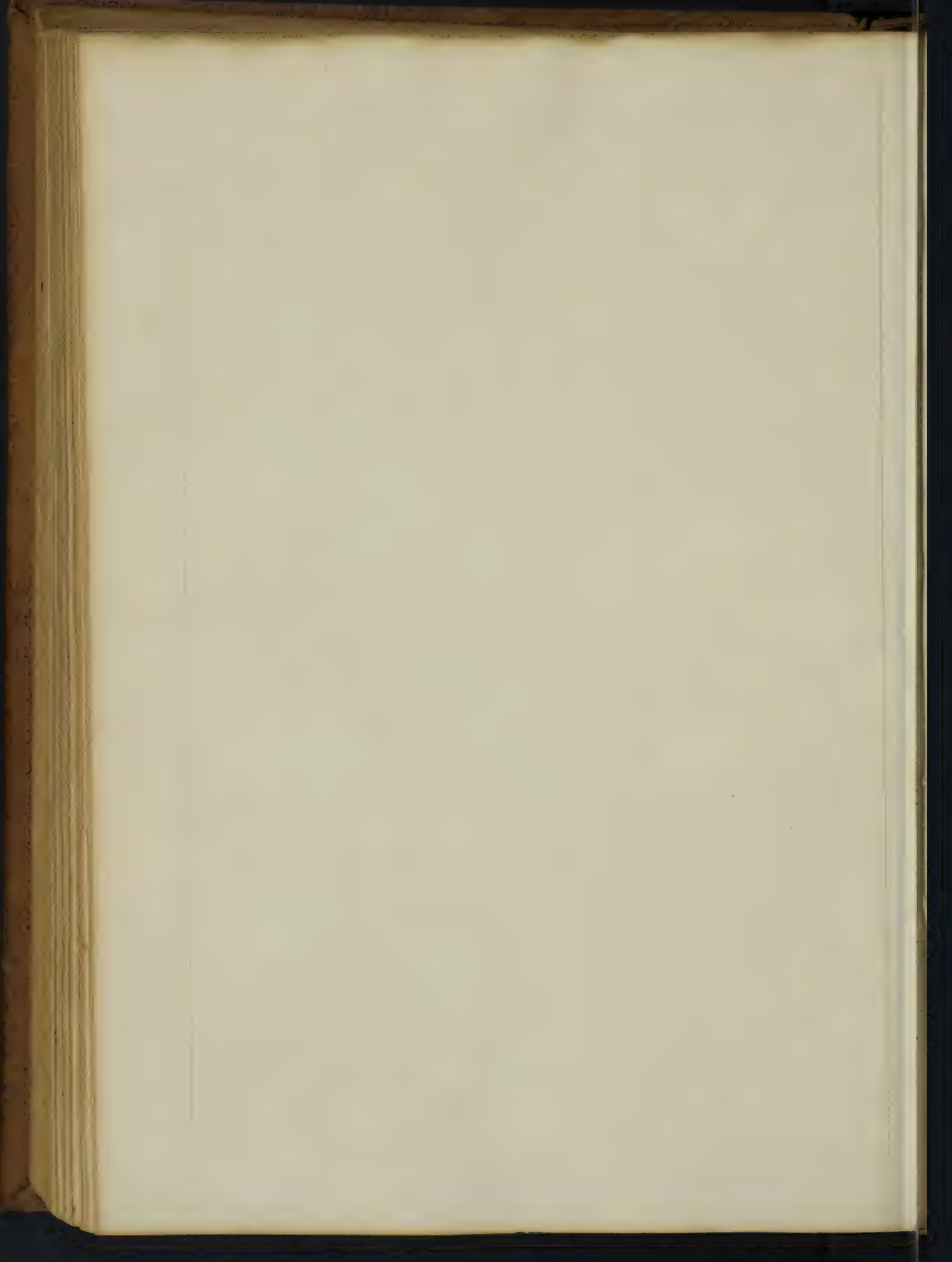


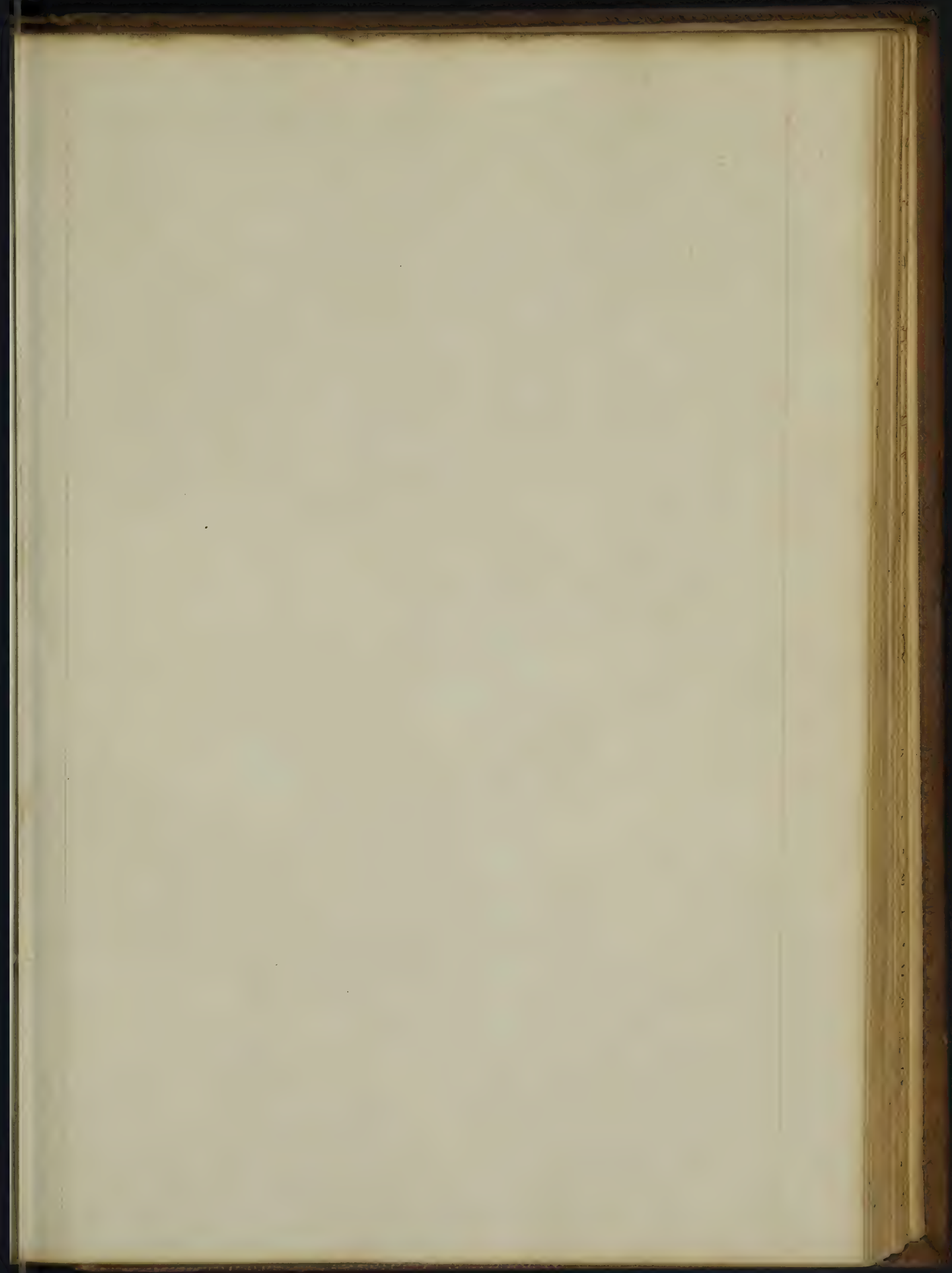


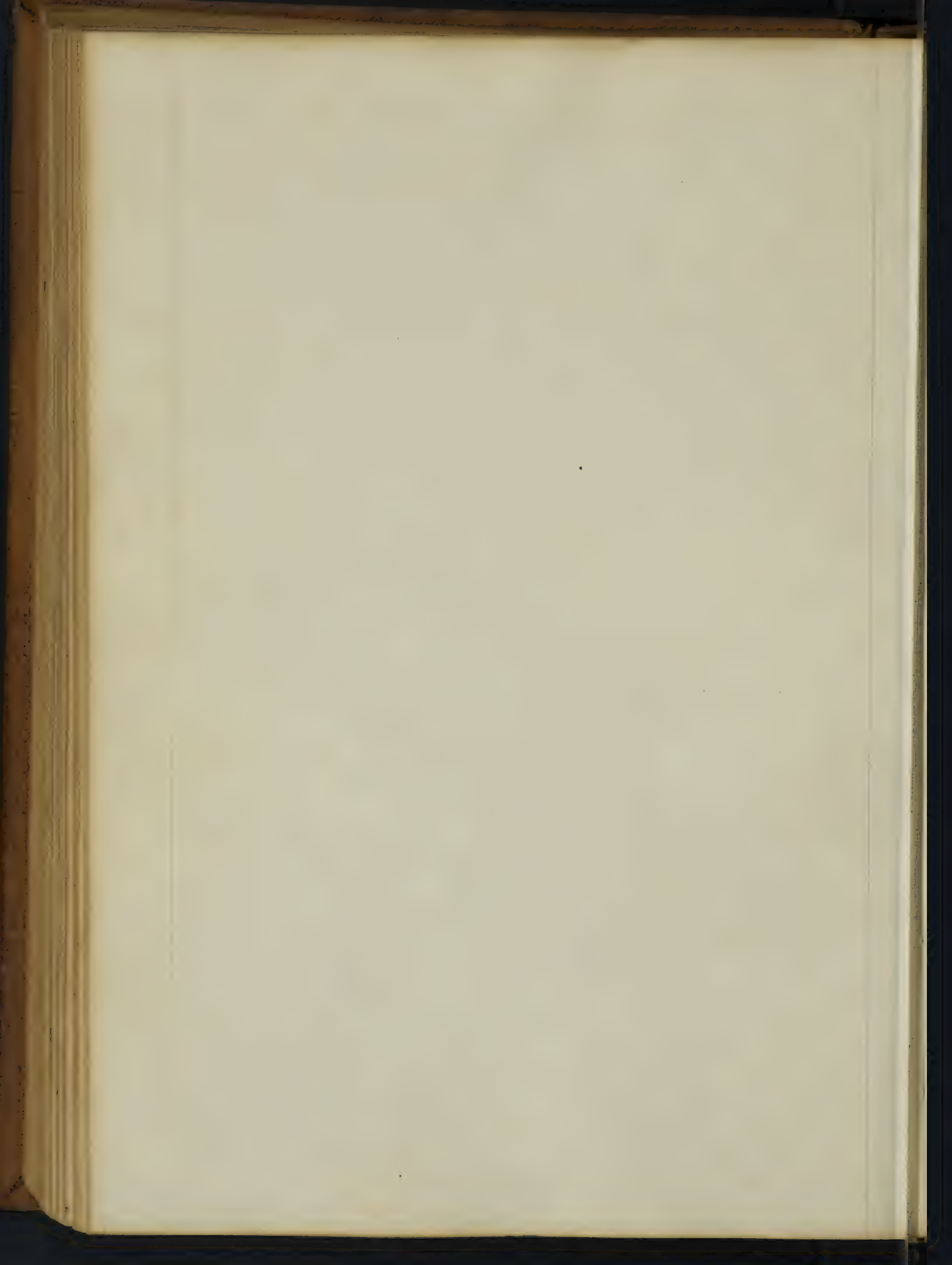


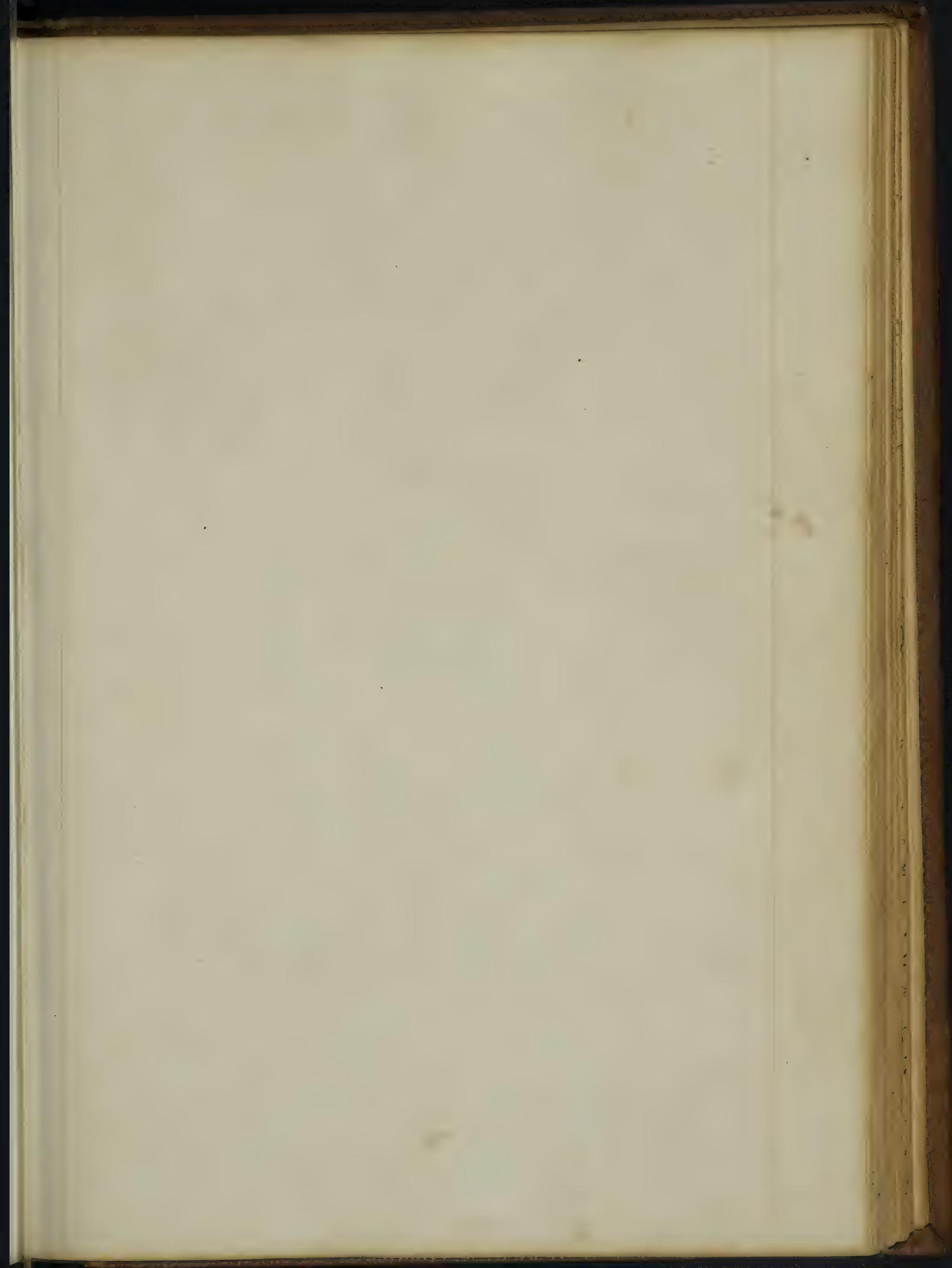


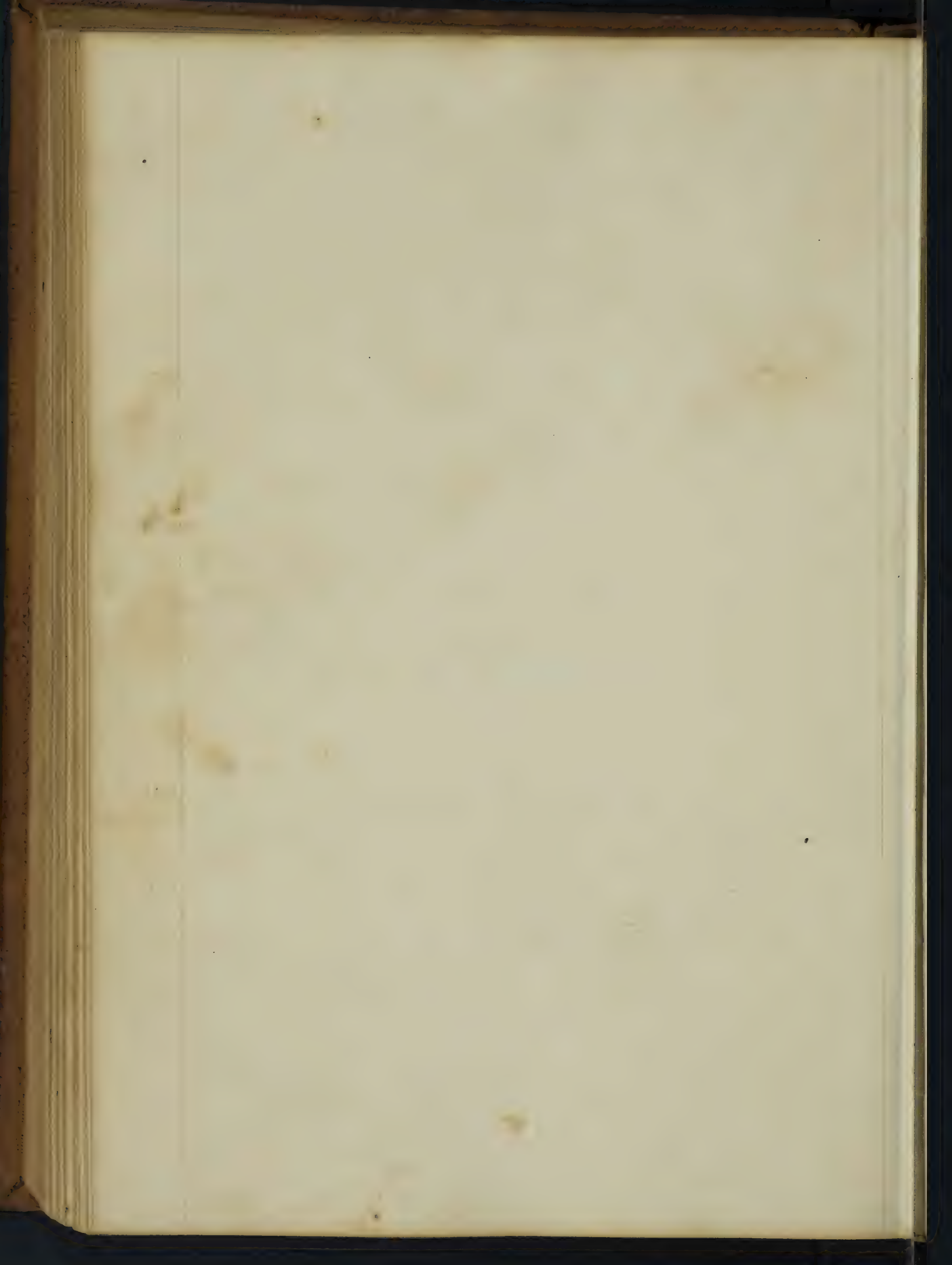












is a general rule that every bail-
ment vests a qualified interest in the Bailee: it
is more exact possession than a special interest
and involves a right of possession.

In the latter case, viz. § 2.

2

1. The same distinction made between
Bailee in France, but some say there is reason
to be no difference.

The nature of the interest vested is in
most cases the same.

The only shade of difference is in the de-
gree of property vested. The more stringent
interest and stronger lien on the goods than the
Bailee.

It must appear from general principles
and analogy as well as from authorities that
the Bailee vests a special interest in the
Bailee. In cases of bailment vests a qual-
ified property in the (bailed) possessor: even the
finder of property vests a special interest in the
finder so that he might maintain trespass or
tort against any one who should wilfully
unlawfully deprive him of the possession.

The Bailee has an unqualified right
of possession against all persons except the Bailor
and even him in some cases i.e. when so expressed
by the contract. If then the Bailee has this right
he must have the right to remove it if he else
were the right a mere nullity.

It is a General Rule that the Bailee from his obligation to restore, must bear the burden of conforming to the terms of the contract, and be answerable to the Bailor for any loss or damage which it may sustain while in his possession.

But to the foregoing Rule there are some exceptions: as, where the loss or damage was sustained without any neglect or misconduct of the Bailee (Bac. 230. Jones. 8)

In determining whether the Bailee has been guilty of any misconduct or caused the loss of the goods, the nature of the Bailment, the character of the vicinity in which the bailee lives and his own conduct must all be taken into consideration.

Indeed it is the determination of the question which presents the greatest difficulty in the title.

In general the Bailee is bound to use General or degree of care proportioned to the nature of the Bailment.

In some cases ordinary care is required in ~~other~~ ^{some} less, in others more.

Ordinary care is that which reasonable or prudent men in general, use in conducting their affairs.

The damages can on either side of the rule have no distinct application.

The degree of care, is usually ^{more} more than ordinary care.

Where Particular is collected less than ordinary care Jones. 9, 10

[illegible]

Three units the original, is often
used, and is a more direct evidence of French
than it is in all cases conclusive. For the
fact is evident of two or three of the
same nature and at the same time this may be
a not a simple coincidence. Ld. Mac. 9/5 vol. 13. 55
6.

General acceptance

A common objection is that there is no special agreement, as the nature of case is necessary to assist in the Police

...not much more than a general idea, but
...more specific, and a general idea, and a
...a degree of specificity to the nature of the
...treatment.

These are different phases of a common
evolution. Different degrees of care on the part of
the Baiter. These are taken primarily from the
commonest variations of L. holl. in the case
of coarses & the more

These conditions are more generally ob-
served in the case of the *intra* in the
case of the *intra* in the

III When the contract is for the purchase
of goods, the seller is liable only
for ordinary neglect, being liable to use ordinary
care: but of course liable for gross neglect
in 4, 22, 3, 32, 3, 10, 15

These rules are intended to apply only to
cases where the contract is implied or the neglect
there is general

There may be express contracts between
the parties, by which the Seller will not be lia-
ble in any case, or he may make himself liable
at all events

When there is only an implied contract
the Seller is a general assentance

But where there is a specific agree-
ment, it is denominated a specific assentance

It should be remembered that these two
several Rules have been made only to general
assentance

Different Rules

8

According to Lord Gifford, whose distinctions
we shall now consider, Contracts are divided into
six different kinds. In 7th Lord's decision in 5

I. Depositum.

When a person deposits goods in the hands of
another, he is liable to the latter in three
ways: first, for neglect; second, for gross
neglect; third, for fraud.

Moreover the harvest is enormous & in the south of the valley. The Indians are not very numerous & live in small villages & is little only for crops raised.

commutation in railroads, where a road
or interests, which are to be used in the future,
for his benefit, will not ^{be} more, and will be ^{all} repaid
or returned to the State; the amount of the
return on the road will be

The Bureau, entitled the records, the Index
to the Records. This record of Payment is
then expressed in the words "Landed for use"
Lot No. 9, 3, 15 series 50, 89. 1 Nov C 249 Bid R. 72

XX. *Leontidei tinnitii*

For as to this matter, a similar conclusion
is reached to a much more common than a
rare carrier

This species of payment also a decision
as to the factors (Bancs) and the
Mechanics Professional Men &c

VI. Mandatum

It appears from the last case
with this difference, that the Bailie receives
no payment for his services unless a sale or
crop result. La. Ray 9, 3, 8. Brown con. 254.5 Ton. 73, 4

This is called a mandatum and the Bailie
is the mandatary.

12

II. It is a rule of law that the Bailie is not
liable to answer for the acts of the Bailie or his
agents or servants.

There is a rule of law that the Bailie is not
liable for the acts of the Bailie or his agents or
servants, but the Bailie is liable for the acts of his
agents or servants.

There is a rule of law that the Bailie is not
liable for the acts of the Bailie or his agents or
servants, but the Bailie is liable for the acts of his
agents or servants. La. Ray 9, 3, 8. Brown con. 254.5 Ton. 73, 4
232.450.2 La. Ray 9, 3, 8. Brown con. 254.5 Ton. 73, 4

It is a rule of law that the Bailie is not
liable for the acts of the Bailie or his agents or
servants, but the Bailie is liable for the acts of his
agents or servants. It is not a rule of law that the Bailie is not
liable for the acts of the Bailie or his agents or
servants, but the Bailie is liable for the acts of his
agents or servants.

13

It is a rule of law that the Bailie is not
liable for the acts of the Bailie or his agents or
servants, but the Bailie is liable for the acts of his
agents or servants.

Prunella

12. The first of these is the fact that the

There are, nevertheless, in Mr. Wilson's case

It has since been shown by the U.S.

It is not in the same line as the others.

15

It is well, beyond debate
that the more reliance is
placed on a sufficient valuable consideration
Gut & An. 19 Ed. Reg. 909 919 11 Mod 480 3 Rens
46 EL. 246 394

It is well in another case that the
sufficient reliance must be the delivery in a
lock and chest, and retains the key; the deposi-
tary is not liable for the goods, in ^{any} case, for the
chest 4 Co. 89 (4) 84 (4) & 89 (4) 4. Bac. 239

16

This case may be cited to Lord Hale in the
case of *Eggs v. Barnard* for two reasons L.R. 914

1. Because if the Duke had the key it
could be of no use to him.

2. Without it he is unable to deliver
the goods, and he is not to be trusted. Ed. Reg. 914

3. I think that neither opinion is on
the ground which ought to be usually given
with regard to govern in this case, viz. The key
is delivered on the Duke will receive it, the
key is in the chest; for the Duke is not to be
trusted with the key and it to be proportioned
to the value of the goods, so the Duke is
not to be trusted with the key; money or jewels
would be kept with greater care than
coarse cloth or

That if a Duke was to deposit in the con-
signment box containing money might be not
sufficient to protect the money, where he
would have a box containing the money of an in-
ferior value? m. 51, 54.

There is no Indian or other animal in
the district according to the rule. The
value of a single animal is assessed
for the season is fixed at the maximum, and the
said rule" Bull. 72 Vol. 91 Ed. Reg. 7.6 h. 3 on line 249

The results of the above experiments are given in the following table, and the results of the experiments on the effect of the different doses of the virus on the growth of the virus in the different organs of the body.

ix. catchers a horse and put it in
the stable without ~~any~~ ^{locking} the door. He is made
of the wood is shown

But he would not sell the horses
~~here~~ → Cochran sold them. Rev. 416. Baron Gen. 250

The above ex. might be good in some cases but certainly not in all, as in case of open violence which he would not resist $pe \rightarrow p \vee p \rightarrow p$ i.e. $p \rightarrow p \vee p \rightarrow p$

19

But on the contrary the borrower is not liable for loss occasioned by force which he could not resist: but he is, for more right, under he can move that he used an extraordinary case Jones 51m. 92 Hence a borrower is not prima facie liable for robbery. Ld Ray. 916 10 Bon con. 257

To make the Bailor liable in such cases the Bailor must prove that the property was wantonly ^{or recklessly} exposed to a same cause of loss as the loss in question was sustained by the property.

The owner is not a conventional man
 The act which he is... as
 right time, but he is... in the case
 he would be in the... would be...
 the property to...; as...
 on... in the... Jones 95

It is... under his...
 some... in...
fact

... a horse of 3. to ride
 to... and direct his... towards
 ... the horse... be killed by...
 ... he would be...
 ...

... on... a horse...
 ... a limited time and does not return
 it within that time he is liable for any loss which
 may... after that time...
 9/5 Boston Cor. 249.50 Jones 95.6

... and... species of...
 ... in... Ld. Ray. 917 Cro. Cas. 244, Boston Cor. 259
 Bac. 237.8
 ...

Locusts of America

... the... the...
 ... to be used by the...
 ... in...
 ... the...

In this contract the Bailor gives
a qualified notice in the thing bailed and
the Bailor is absolutely liable for the return
thing to be paid

22

There is no payment of any value and
the Bailor is not liable for the return of the
thing to be paid to the Bailor.

The Bailor is liable for the return of the
thing to be paid, and he is liable for the return of the
thing to be paid.

In fact there is no Bailor in a
contract. The contract is made between the
Bailor and the Bailor. See also Ld. Ray. 9/6
100. on C. 151. Bail. 1. 1. 72

But this is not true. The Bailor is
liable for the return of the thing to be paid.
In this section and not in the section for the
return of the thing to be paid. The Bailor is
liable for the return of the thing to be paid.

Jones 120-9

Jones traces this mistake to the mistrans-
lation of the Latin maxim "diligentissimus"
Jones 31, 121-3

There is no decided case where more than
ordinary care has been required and no authorities
case requires more, the Bailor is liable for the
return of the thing to be paid. The Bailor is
liable for the return of the thing to be paid.

It was formerly a question whether
a Bailor was liable to deliver an instrument
or a thing to be paid. But it is settled that
if the Bailor is liable for the return of the
thing to be paid, he must deliver it to the Bailor.

Is the value of Indians or Indians
to the Indians is Indians for a Indians the
Indians to the Indians 14. Be. 14. La. Aug. 13 54. La. 624
Nov. 50. 104

This is a Indians not sufficient to com-
be Indians or Indians was Indians to Indians
only Indians there is Indians

On this subject it may be material to ob-
serve that in Indians to the Indians -
a Indians are Indians to Indians -
the Indians to the Indians in Indians with a Indians
a Indians may be the Indians the Indians
and Indians it is Indians

The Indians is Indians and Indians
to Indians the Indians the Indians

The Indians is Indians and Indians 26
for Indians 20. Aug. 97. La. 525. Indians
252 Indians

In the Indians case Indians is
the Indians is Indians and Indians
is Indians and Indians and Indians
and the Indians is Indians the Indians
a Indians in the Indians

But Indians has a Indians in the
the Indians so that there is no ground for the
distinction Indians the Indians on it is not
La. 400 49, 61 Co. Lit. 80 a Indians 105. 15. 061
The Indians is that of a Indians

It is a question of fact whether or not
in any case where a writ of habeas corpus is
granted it is a writ of habeas corpus. The answer is in the
affirmative. Bull. 40, note 17.

Ld. Just.ices this is a writ of habeas corpus
and is not a writ of habeas corpus. The writ of
habeas corpus is a writ of habeas corpus. The writ of
habeas corpus is a writ of habeas corpus. Ld. Ray, 918, 121, 522

When a writ of habeas corpus is granted it is a writ of habeas corpus
and is not a writ of habeas corpus. The writ of habeas corpus is a writ of habeas corpus.
Ld. Ray, 918, 121, 522

The writ of habeas corpus is a writ of habeas corpus
and is not a writ of habeas corpus. The writ of habeas corpus is a writ of habeas corpus.
Ld. Ray, 918, 121, 522

Ld. Just.ices this is a writ of habeas corpus
and is not a writ of habeas corpus. The writ of habeas corpus is a writ of habeas corpus.
Ld. Ray, 918, 121, 522

On or the 1st day of June 1877
the said James was the owner of the
mineral, and in the election of James against
himself or detinue, or assumpsit, at the election of the
Cannon Co. Jan. 24 / 1877 60 Jones III / Rec 237.8 Bul. 72
Nov. 30 The rule is the same in the case
of the mineral, and in the election
of the mineral, in the case of his business
in this is equivalent to a mineral in the mineral
mineral, the mineral is the mineral, and in the
mineral, and in the mineral, and in the mineral.

30

even where the property was taken as recently,
for these actions in the case in question in violation
principles and the facts that were established must
be it. T. R. 159. I think this rule would not apply
to the old action of detinue if that were brought.

It seems to me that in order to maintain
an action of detinue or trover of property of the claimant
there must be an actual taking of the property. This rule
is not confined to the more recent cases of detinue.
The rule considered under circumstances and
not of course. Cal. 522. 3 Cal. 309. Com. Sit. Barn.

On this point there was a diversity of
opinion but it seems now to be settled
as the rule. Com. 277. 2 How. 210. 1 Bac. 240.

It is a more recent case but it is clear
that a deed or lease in fee simple is a conveyance
of the land in fee simple.

In order to the Rules to protect the
rights of the obligee, the law is such that a contract
or in this case is a contract and specific performance
and the transaction is a contract for sale of land.
The law is such that the contract is the fact,
and further parties are usually named persons
necessaries and expressed.

The law is such that in the case of a contract 31
to use the money in the purchase of land it
is held to be a contract on the consent of the claimant
or rather express or implied. This is because
the contract is held to exist or not, in accordance with
the facts as they are to be improved or injured,
or not to be improved or injured. See Com. 112, 13.

The evidence of the more than sufficient and the
corroboration of the same is to be decided to a jury
in an action of tort.

Where the evidence is such to allow them
a fair view of the case it would be a conversion.

But there can be no doubt in the facts
to my knowledge. It is a case which actually
brought to B. a demand for some on its refusal to
satisfy them being an action of and by false testi-
mony against the whole value. The value is the true
value being an action of B. never the value is
paid? The value is paid. That is right never paid.
11th 575. But the fact is the fact of his de-
cision on the ground that when the L. is sold a
person pays a sum of money for a given cause or con-
sideration it is not correct to say it is not again
-see 3 T.R. 125 14 B.C. 500 501 161 24 B.C. 408

All more when the parties to B. is not evidence
between the parties. See also of the money was
determined as soon it would be evidence that
the value is not in B. But it is evidence
that a judgment has been made by B. it
is not. That is Law 370

If after a judgment in the parties
and a judgment between the parties to the parties the
parties are not a matter of fact. The parties
may recover or not, but the fact is the fact
of the parties. The parties are not a matter of the
parties. 1 B.C. 29, 31 B.C. 238

If the parties are not a matter of the parties
the parties are not a matter of the parties. 1 B.C. 29, 31 B.C. 238
is not a matter of the parties. 1 B.C. 29, 31 B.C. 238

38

exp. L. 8.6 1797

3. *Alpin* 195 2 *Peru* 691 698

$\sigma^{\mu\nu} \rightarrow v.l.c. - \sigma^{\mu\nu} \quad \text{val} = 28^{th} \cdot 18^{th} \cdot 91285^{th}$

22 Nov 1900

[illegible]

— That's correct. Since the records of his
municipal so as to see the service in connection with them.
Mar. 2^d Jan^y 24 at alt 1 H. B. 352

The reason is, as I have said, that the subject was only taken up when there was no other person to whom it could be transferred. In a case involving, for instance, a lien it would not be transferred in the case and certainly not in this.

I am under a great deal of anxiety to get the dicty
and his children home on the 1st instant until their
accounts are settled but I am not able to
hurry to appoint a new receiver.

It is now settled that the Factor makes the goods for the merchandise & sends them to the receiver. The merchandise made there after comes and without trouble on the account due to the Factor.

the cut of hair is quite even.
The color is somewhat as follows

In answer to the next query the above is submitted. The answer is at liberty to sell the record. For the State is a voluntary vendor in kind.

According to some specimens in this case
on which the relative height the area of the plant
from 1909 to 1912 and 1913
1. B. 29.31 1. B. 29.39 from 1914 1. B. 29.35

But these reasons for various reasons cannot be correct every Bailment implies a contract strict & fiduciary, and Fuller observes that a lien is a personal ~~right~~ ^{right} which cannot be transferred. Lord Ellenborough expresses the same opinion and a similar doctrine is deducible from the former cases. Vol 179 Cr. 444. 2 East 6 5 2060

40 A pear after perfection ceases to be a pear Col. &
176012 cr. C. 5556 1 Bac 876 12-35

It is then contrary to the nature of the \bar{L} that a section should be a normal one.

^{It} is clear that a bridge cannot be con-
structed ^{sometimes} so as to be the act of the carrier from
the day of payment. See 248-

But a verse man. His father that
he is a father & a mother in his own right
ib. Dist. 8 1/2 to 12 mo. 550

It is also settled, that a fee simple cannot
be taken in an ex^m to the baron, because
the interest of the baron is of such a nature
as to render it dangerous to the right of the baron
to allow it to be taken before 258. 552 Reg. 17.
12. 134

It is said that in Booknabrigment
the people are not "trained" exactly
meaning that it could not be assigned 1 Pac 938
/ 142a 359

Thus the procedure would involve financial
concepts relative to real property or claims
that would be converted or subordinated
under the most basic principle of having
prevent a redemption.

But a letter and a card say as if
Lester was on his way.

There is a case in 2 ^{ter} 69 etc that seems
to show that a charge may be assigned before
the deed is perfected.

[illegible]

10-6-1911

But when no such document is found
 the same must be retained in trust as before
 made & not sold under the title of the person.
 For moment of time he has no power to sell
 not in law but Equity, But Stable 29 Bro. 144 yds 178, 9
Bro. 144 yet there would be a right of redemption in Equity
134. 239 notes The reason is that there is a right
 to be some redemption to the right to redeem
 for a term the same right is given (Now the
 reason must be taken into consideration: within a year &
 a day, Christ-14.) For he may see, in the mean time
 the power may be lost nothing is to be done
 in the matter of redemption for the right is given
 to be a right in the person

There is no doubt that there still remains
 a right of redemption in equity after the death
 of the person because he has a right to see
 the power after his death at L. 1 Bro 239 Co. L
205 227 1691. 698

If a man's document is found to be
 a trust the person's interest is not forfeited
 the reason his death should not affect before the
 due of redemption His next may say, & does, his re-
 vest of title But after his death his personal rep-
 resentatives may redeem the power in Equity
134. 239

V. Redemption of the 5th kind is 46
 a delivery of goods to be carried to the
 owner at a time to be fixed by the master
 for a reward, such as

This class includes a delivery to a common carrier, a private carrier, the owner, a mechanic etc. *Ld. Ray. 917, 18* It includes all cases in wh. here is to be paid by a Bailor

The two different classes of Bailies viz common carriers and private carriers remain a distinct consideration

A delivery to a private person means a delivery to a private person of a character, as to a factor, Bailiff, Broker etc Person or a private agent in general *Ld. Ray. 918*
189, 189, 189 It includes a delivery of goods in parture to an agisting farmer

The Bailment being a contract is to be paid to the Bailor in an ordinary case and is not only in negligence but in fraud and unlawfulness on the language of *Ld. Holt* the law is reasonable and it is sufficient *Ld. Ray. 918 12 Mod. 487*
10, 121 1 Rod. 4 10, 14, 22, 32, 128, 9, 11, 3, 4, 8 1 Dow & 254

47

The Bailor of this class is prima facie excusable in the case of voluntaries as the other Bailies above mentioned. *Don. 129, 130, 8*
1 Litt 89 Holt 131, 410 8, 411 *Ld. Ray. 918*

In case so men that the Bailor is liable or not as it appears that he was or was not *Don. 138, 11, 121 Ld. Ray. 918 2 Ld. 5*
1 Rod. 4 If the thing bailed is destroyed and the Bailor is liable for want of care and the Bailor is liable it seems for permitting it to be destroyed upon instance of his servants, he must be liable at least as ordinary negligence

If a smith uses the metal inde-
pendently of all violent loss in the smith's prop-
erty, but then sells the metal, he should be
liable as to the owner as for money that he re-
ceives "paid out and expended for his own use"
then he is liable for the loss only for a benefit
received.

According to Jones & metal is delivered 48
to a smith to be wrought into an ^{on press} wheel, the
smith is ~~not~~ liable as Smith. But a delivery he
maintains with the order of the smith in the smith
as a material. Since it is a loss, happens he must at
all events be liable. Jones 80, 148

The reason is that the metal when
wrought cannot be identified 2 Br 407 30th 35

This seems to be incorrect. tho' it is
true that the owner cannot identically know
the metal.

Yet if the fact can be proved, that it
is the same it can be identified in point of fact
and therefore can be specifically restored. But
not in a case where it is a material as in the
case of a smith? The hardship of the case is another
objection to the doctrine. If the metal is destroyed
even by the act of the smith before any alteration
made the smith would be liable.

In the case of a material the
owner must be the owner of the material. He
must be an owner.

Then the owner must be the owner
from the time the metal is delivered to the

is consumed or lost in his use, it is so
that the consumer of goods and materials
in which the smith would be a purchaser

50

But it is not strictly a purchase
In the case of a mutuum the Rule
would undoubtedly hold as where what is
loaned to B. and is consumed or destroyed
There it is virtually a purchase and is li-
able at all events

The Sub. Ct. of N. York have decided
this rule

50

When property is delivered to a Bailee
who is to perform some act of skill upon it or
about it in his professional character

There less the L. presumes a wrongful
act on his part. It not only implies a contract
that he will redeliver it when the business of
the Bailee is answered, But also that
the act shall be performed skilfully or in
a workmanlike manner and also faithfully

But if the act to be performed is not in
the line of his profession or common avocation
the L. implies no contract on his part that the
work shall be skilfully done, and therefore the
Bailee will not be liable unless he makes an
express agreement that the work should be done
skilfully 14 B. 153 Don. 128, 9 137, 40. 1 L. Co. 54 (a)
3 B. 165, 6 Don. 324, 6 L. 8. 051 Rule as to work on a case

It appears that there are no more to
 a "Carrier" and no one is to be held responsible of
 the cargo, which is in the hands of the carrier, he is not
 entitled to wages for the labor involved in the
 case. Com. 3 Bun 1592-5 1-4 7 6

The law on this subject seems to be the same. No
 more is to be made on the subject in the books.

But if the property has been lost after
 the labor has been performed and without the fault
 of the carrier, it would seem that he would be entitled
 to wages. Com. 20-22 v 2 v 5 p. 1-2 8-88 v 5
 or v. See 142

Common
 Carriers

Common carriers have become so re-
 sultant now that the L. considers them as very
 important.

The Common Carrier is one who in
 general makes it his business to carry the goods
 of another for a hire, as a wagoner, a porter,
 a man, etc. also a master of a ship employed
 in conveying freight. Li. Pray. 9. 8. 46 87
 Cro. Eas 390 1st 18. 22 27 28 29 Jones 1501
 Exp. 519-24 24 25

It seems to have been formerly decided
 whether or not a carrier is to be considered
 in the description of a com. carrier.

The law on the subject was first ex-
 tended to common carriers in the name of the
 act of ship-masters in that of Mass. II Feb 1715
 Cro. Eas 390 See 149-57 18 22 27 28 29 Jones 1501
 9. 8 See 152 153 22 23 24 25 26 27 28 29

There is now no doubt as to the liability
 of carriers on water.

The master of a ship carrying goods, or persons are then com. carriers since in case of loss the action may be brought either by the owner or the master. 6 Ex. 623 Cal. 440 1 P.R. 18.78 3 L. & 59 East 62

In such cases the carrier is liable. The master being his servant. But there are many reasons which render it just and necessary that the master should be liable. The carrier is a person who is engaged to carry

In the case of Sea — it is provided that where the loss is occasioned by the misadventure of the master and his crew, the cargo shall be subject to the value of the ship and freight though the master may be liable for the cargo. See also 20 Geo III in Conn. have nothing to do with it. Mass. Ins. 100 "Ans" 32

If a Com. Carrier having commenced to carry the goods of another and having in his possession the goods, refuses to carry them, he is liable to an action on the case.

For a common carrier, who is bound to carry for any one applying to him, so that there is an implied contract to carry them. § 9. — 48 100 0 42 W. 100
But N.B. 70 3 B.C. 106 Harv. 103 2 Shaw 327

But though a Com. Carrier is bound to receive property as mentioned in the last Rule, yet he is at liberty to make a conditional or ~~qualified~~ acceptance. The Law says him to say that he will not be answerable for a package unless he is told what value it contains, and is promised that a moderate reward shall be given him. 4 B. & 229 622

The Blue now is lat. 70 am. Same as
before, no new stars recorded. In our narrow
extent of time. Red. 9. Little changes. Red-
ish Lat. Dec. 9. 8. 3. Bar. 15. 9. 3. Bul. A. B. 70. 1. 2. 128.
East 609. T. R. 27. 1. 12. 18. 1. 12. 28. 1. 12. 25. 3.

It will be seen from this that the condition
of a communication is entirely for record. Still
of other things where the Birmingham is in
the way of work, and the destination is recorded
on public office. In 1812 - 21 - 22 - 23 - 24 -
25 - 26 - 27 - 28 - 29 - 30 - 31 - 32 - 33 - 34 - 35 - 36 - 37 - 38 - 39 - 40 - 41 - 42 - 43 - 44 - 45 - 46 - 47 - 48 - 49 - 50 - 51 - 52 - 53 - 54 - 55 - 56 - 57 - 58 - 59 - 60 - 61 - 62 - 63 - 64 - 65 - 66 - 67 - 68 - 69 - 70 - 71 - 72 - 73 - 74 - 75 - 76 - 77 - 78 - 79 - 80 - 81 - 82 - 83 - 84 - 85 - 86 - 87 - 88 - 89 - 90 - 91 - 92 - 93 - 94 - 95 - 96 - 97 - 98 - 99 - 100 - 101 - 102 - 103 - 104 - 105 - 106 - 107 - 108 - 109 - 110 - 111 - 112 - 113 - 114 - 115 - 116 - 117 - 118 - 119 - 120 - 121 - 122 - 123 - 124 - 125 - 126 - 127 - 128 - 129 - 130 - 131 - 132 - 133 - 134 - 135 - 136 - 137 - 138 - 139 - 140 - 141 - 142 - 143 - 144 - 145 - 146 - 147 - 148 - 149 - 150 - 151 - 152 - 153 - 154 - 155 - 156 - 157 - 158 - 159 - 160 - 161 - 162 - 163 - 164 - 165 - 166 - 167 - 168 - 169 - 170 - 171 - 172 - 173 - 174 - 175 - 176 - 177 - 178 - 179 - 180 - 181 - 182 - 183 - 184 - 185 - 186 - 187 - 188 - 189 - 190 - 191 - 192 - 193 - 194 - 195 - 196 - 197 - 198 - 199 - 200 - 201 - 202 - 203 - 204 - 205 - 206 - 207 - 208 - 209 - 210 - 211 - 212 - 213 - 214 - 215 - 216 - 217 - 218 - 219 - 220 - 221 - 222 - 223 - 224 - 225 - 226 - 227 - 228 - 229 - 230 - 231 - 232 - 233 - 234 - 235 - 236 - 237 - 238 - 239 - 240 - 241 - 242 - 243 - 244 - 245 - 246 - 247 - 248 - 249 - 250 - 251 - 252 - 253 - 254 - 255 - 256 - 257 - 258 - 259 - 260 - 261 - 262 - 263 - 264 - 265 - 266 - 267 - 268 - 269 - 270 - 271 - 272 - 273 - 274 - 275 - 276 - 277 - 278 - 279 - 280 - 281 - 282 - 283 - 284 - 285 - 286 - 287 - 288 - 289 - 290 - 291 - 292 - 293 - 294 - 295 - 296 - 297 - 298 - 299 - 300 - 301 - 302 - 303 - 304 - 305 - 306 - 307 - 308 - 309 - 310 - 311 - 312 - 313 - 314 - 315 - 316 - 317 - 318 - 319 - 320 - 321 - 322 - 323 - 324 - 325 - 326 - 327 - 328 - 329 - 330 - 331 - 332 - 333 - 334 - 335 - 336 - 337 - 338 - 339 - 340 - 341 - 342 - 343 - 344 - 345 - 346 - 347 - 348 - 349 - 350 - 351 - 352 - 353 - 354 - 355 - 356 - 357 - 358 - 359 - 360 - 361 - 362 - 363 - 364 - 365 - 366 - 367 - 368 - 369 - 370 - 371 - 372 - 373 - 374 - 375 - 376 - 377 - 378 - 379 - 380 - 381 - 382 - 383 - 384 - 385 - 386 - 387 - 388 - 389 - 390 - 391 - 392 - 393 - 394 - 395 - 396 - 397 - 398 - 399 - 400 - 401 - 402 - 403 - 404 - 405 - 406 - 407 - 408 - 409 - 410 - 411 - 412 - 413 - 414 - 415 - 416 - 417 - 418 - 419 - 420 - 421 - 422 - 423 - 424 - 425 - 426 - 427 - 428 - 429 - 430 - 431 - 432 - 433 - 434 - 435 - 436 - 437 - 438 - 439 - 440 - 441 - 442 - 443 - 444 - 445 - 446 - 447 - 448 - 449 - 450 - 451 - 452 - 453 - 454 - 455 - 456 - 457 - 458 - 459 - 460 - 461 - 462 - 463 - 464 - 465 - 466 - 467 - 468 - 469 - 470 - 471 - 472 - 473 - 474 - 475 - 476 - 477 - 478 - 479 - 480 - 481 - 482 - 483 - 484 - 485 - 486 - 487 - 488 - 489 - 490 - 491 - 492 - 493 - 494 - 495 - 496 - 497 - 498 - 499 - 500 - 501 - 502 - 503 - 504 - 505 - 506 - 507 - 508 - 509 - 510 - 511 - 512 - 513 - 514 - 515 - 516 - 517 - 518 - 519 - 520 - 521 - 522 - 523 - 524 - 525 - 526 - 527 - 528 - 529 - 530 - 531 - 532 - 533 - 534 - 535 - 536 - 537 - 538 - 539 - 540 - 541 - 542 - 543 - 544 - 545 - 546 - 547 - 548 - 549 - 550 - 551 - 552 - 553 - 554 - 555 - 556 - 557 - 558 - 559 - 560 - 561 - 562 - 563 - 564 - 565 - 566 - 567 - 568 - 569 - 570 - 571 - 572 - 573 - 574 - 575 - 576 - 577 - 578 - 579 - 580 - 581 - 582 - 583 - 584 - 585 - 586 - 587 - 588 - 589 - 590 - 591 - 592 - 593 - 594 - 595 - 596 - 597 - 598 - 599 - 600 - 601 - 602 - 603 - 604 - 605 - 606 - 607 - 608 - 609 - 610 - 611 - 612 - 613 - 614 - 615 - 616 - 617 - 618 - 619 - 620 - 621 - 622 - 623 - 624 - 625 - 626 - 627 - 628 - 629 - 630 - 631 - 632 - 633 - 634 - 635 - 636 - 637 - 638 - 639 - 640 - 641 - 642 - 643 - 644 - 645 - 646 - 647 - 648 - 649 - 650 - 651 - 652 - 653 - 654 - 655 - 656 - 657 - 658 - 659 - 660 - 661 - 662 - 663 - 664 - 665 - 666 - 667 - 668 - 669 - 670 - 671 - 672 - 673 - 674 - 675 - 676 - 677 - 678 - 679 - 680 - 681 - 682 - 683 - 684 - 685 - 686 - 687 - 688 - 689 - 690 - 691 - 692 - 693 - 694 - 695 - 696 - 697 - 698 - 699 - 700 - 701 - 702 - 703 - 704 - 705 - 706 - 707 - 708 - 709 - 710 - 711 - 712 - 713 - 714 - 715 - 716 - 717 - 718 - 719 - 720 - 721 - 722 - 723 - 724 - 725 - 726 - 727 - 728 - 729 - 730 - 731 - 732 - 733 - 734 - 735 - 736 - 737 - 738 - 739 - 740 - 741 - 742 - 743 - 744 - 745 - 746 - 747 - 748 - 749 - 750 - 751 - 752 - 753 - 754 - 755 - 756 - 757 - 758 - 759 - 760 - 761 - 762 - 763 - 764 - 765 - 766 - 767 - 768 - 769 - 770 - 771 - 772 - 773 - 774 - 775 - 776 - 777 - 778 - 779 - 780 - 781 - 782 - 783 - 784 - 785 - 786 - 787 - 788 - 789 - 790 - 791 - 792 - 793 - 794 - 795 - 796 - 797 - 798 - 799 - 800 - 801 - 802 - 803 - 804 - 805 - 806 - 807 - 808 - 809 - 810 - 811 - 812 - 813 - 814 - 815 - 816 - 817 - 818 - 819 - 820 - 821 - 822 - 823 - 824 - 825 - 826 - 827 - 828 - 829 - 830 - 831 - 832 - 833 - 834 - 835 - 836 - 837 - 838 - 839 - 840 - 841 - 842 - 843 -

It is a common mistake to think that
the carrier is a mere servant, because
the carrier is not to be held liable for the
loss of the goods as a mere servant.
See also a marginal note, page 485 B.L. 21

It is common then in the situation
of an insurer at all events, even in the case
of a company or of the State.

where it may be used for exercise. I.R. 33
c. 3a 128

As to the accident, as an innocent
party he is not ~~ex~~ excused. 2 H. 36. 113 1 D. R. 94 5 Esp. D. 620

151

There is one other very important note
well worth mentioning. The fact is that
a shrimaster is not to be excused for his con-
sumption of fresh-water Piranhas i.e. Piranhas in
fluvial rivers or Parn. Den. 239 1 B. R. 18 B. L. 020
1 Den. 190 1 Acad. 85

55

If a Tempest should make it necessary
to throw the goods overboard the carrier is ex-
cused, for though the immediate act of throw-
ing the goods overboard is not the act of God, yet
the necessity was occasioned by the act of God
1/2 Co. 63 B. N. S. 20 2 Brist 280 2 Rolle 507 Am. 151

A box of pencils being thrown over board in the
port, the master was told the "little" between himself and the
captain. This resolution was made on the same day it was arranged
or "agreed" by the crew. Allen 93

For the survey and the following the
 goods were used in a contact survey, interviews,
negotiations, interviews, and observation in the case of the
 For it was for the benefit of all. 18-19-20, 2-5-21
 1 East 220 2 J.R. 407 Becomes 148 3 Bec 594.5

As to the passengers contribution in
such cases I think it is most reasonable.

The Baine voluntarily or unnecessarily exposes the mother, residing in 128 Penn. St. 487 Engle

This when it delivers a cast drive
it B. in a state of firmness as to be carried
and the cast breaks in consequence there-
of was held not to be valid (Bull. N. S. 09 '74 G. A.)

It is when the carriers wagon is full and the carrier insists on the goods being carried and is willing to take his chance. It is his own fault if the goods are lost.

2. Nov. 1927 1.3ac: 344 - This carrier carries on emptying the refuse or manure from the street.

... to the ... and the ...
... and some ...
... 3 Feb. 1955 ... 13

Lat. 34° 15' N. Longitude 122° 00' W. 4000
 fathoms of the Red, and the latter in 1850
 Lat. 34° 15' N. Longitude 122° 00' W. 4000
 fathoms of the Red, and the latter in 1850

[illegible][illegible]

and wife with the same & some others to see
me that the Indians understood his
terms

"Chapter 40. The carrier is not responsible
 that the goods be lost "in transit" for if
 they are lost at the origin, and before the de-
 livery he is absolutely liable, and if the goods
 are not delivered and are lost he is absolutely
 liable unless he can prove that the actual loss
 occurred after the delivery. He is not
 liable for the loss.

[illegible]

Dec. 1894. Dec. 070 - some 157 and + some
158 - still more and some "42"

Oct 2nd 1881. I have to the satisfaction of the
 as to the matter of the same as to the satisfaction of
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I am sorry that I have to the satisfaction of
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2. The same as to the matter of the same as to the satisfaction of
 the same as to the matter of the same as to the satisfaction of
 the same as to the matter of the same as to the satisfaction of

Although it is a pleasure to see some new
or use "commutation" or a similar method, but the
two kinds of analysis do not resemble each other
in any other way. There are a few points
in these other respect they are in the different. in 50256

Condensing matter is a dwelling for the use of the Fairies & by the former considered as such & always a minute bottle 50.025.0

He mentions a such a large vi-
sage. Since he received the word, at the end of
them gratis. But an innkeeper is always re-
compensed for his service. He receives directly
a bribe for keeping them - and even for inex-
haustible efforts he is rewarded by another valuable
contract. In which he is bound to entertain his
guests. The number of rooms or chambers has
increased to the above. It is 15, 20, 30, 40 +

55

[illegible]

85052 (a) (m) 3 Dec. 82. 122.0

The seeds of the last species require
the same treatment as are those of the
common species. For the seed treatment see note
concerning Spec. 80 n. 1. **Bac. 182** S. L. 5267
L. n. 9. Mar 182 n. 1

in the recent literature on the subject
others as are "more or less" But this includes
"the House and the Senate" - 1912.

It may be observed that the quest
crisis is not to be put into the nation.

and is not for want of sufficient since the
annexation would be little as the interest of nation
to be the rule of the nation on the side.

The demand is made by the British negotiator 74
the British more than in an assumption in the
agreement expressed in the side, and in fact for the
negotiator 9 East 02, 17th 282 2nd 89.

In the same matter with the British
will be for the British, but it is not
actual misfeasance.

Class of Bailment. Mandatum.

This is a kind of bailment which is carried
on to have some other act done to them without
return.

This species of Bailment is sometimes
called "bailment upon commission" etc. The object
is not to transfer the property, but to transfer the
possession of the thing, as the carrier etc. is an illustration
the only difference between this and a deposit
is that one is to do some act, and the other to
keep some article. Bailment 1 Sav. in. 254 2d 05
one is in transit, the other in custody.

At Bailment of this kind being 75
various cases to the British side, the British
is not to be according to the gen. principle for
no less than 17th 282 2nd 89, and 2nd 89, 17th
282 2nd 89, 17th 282 2nd 89, 17th 282 2nd 89,
we shall find some variations.

But when there is an express agreement
as to time there is no such obligation. The law
is clear in this respect, and the law is not in the
position of that case. It is clear that the
law is not liable.

But this on account of the express
agreement. The law is not liable in
this respect. The law is not liable in 109

C

But an agreement to use all means
possible and shall not be liable in this
case. But under the circumstances the law is not
liable.

20

An agreement that of this sort, will
subject the defendant for less than gross neglect
in the case.

The opinion of the court in the case
will be considered as gross neglect, and it holds
no opinion for the defendant. The court
seems to say that as a very strange doctrine.

Under the agreement, the court seems
to consider the defendant as liable, and of such
decisions as to the law. The court seems to
consider that the law is not liable in this
case. The court seems to say that the law is not
liable in this case.

21

An agreement to use means to use
all means and shall not be liable in this case.
The court seems to say that the law is not
liable in this case.

The court seems to say that the law is not
liable in this case. The court seems to say that
the law is not liable in this case. The court
seems to say that the law is not liable in this
case. The court seems to say that the law is not
liable in this case.

I opposed to the election in 1885, 1886, 1887 & 1888

and, never, that a "free" vote
is ~~not~~ a vote. The "free" vote is a vote
to be held in secret. The "free" vote is a
vote to be held in secret. The "free" vote is a
vote to be held in secret.

has been observed that the law in
this an engagement to use the necessary care and
skill on the part of the contractor to see that
all to be done in the line of his business
is done.

82

But this in the engagement of the
contractor to the payment or delivery of an amount
in full.

There is no implied warranty that
the care and skill in the work will be
the goods service or cost. The contractor
will be liable only for gross neglect.
Thus a tailor engages to make a garment
gratis and the contractor is responsible to the
owner for shipping or not to keep it in
the shop. See 255. See also 255.

There is an express warranty in the contract
to see that the contractor will use the best
materials and workmanship in the job.

In the contract the contractor will use the best
materials and workmanship in the job.

81 An engagement to carry a load or to carry
a load.

It is not necessary to say that
the contractor will use the best materials and
workmanship in the job. It is not necessary
to say that the contractor will use the best
materials and workmanship in the job.

It is not necessary to say that the contractor
will use the best materials and workmanship in
the job.

It has been observed that the contractor
will use the best materials and workmanship in
the job.

This was determined to be the case whether the
true or not, on the delivery to the owner the contractor
must show him and the owner 255. See also 255.

in that of the ... are ...
to a ... the ... is ...
... ..

But ... before ...

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for ... at the time ...
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The Commission on the
American Constitution, that the "American
Union" is "dead"

The Commission on the
American Constitution, that the
"American Union" is "dead"

It would be surprising at the time
of the Commission on the
American Constitution, that the
American Union is "dead". The
Commission on the American
Constitution, that the "American
Union" is "dead".

The Commission on the
American Constitution, that the
"American Union" is "dead".

The Commission on the
American Constitution, that the
"American Union" is "dead".

It is said that the Commission
on the American Constitution,
that the "American Union" is
"dead".

It is said that the Commission
on the American Constitution,
that the "American Union" is
"dead".

It seems to be the point of view of the
 observer that he is looking at the world
 from the point of view of the world. The world
 is not a point of view. It is a point of view.
 1886

Lions

Lions

It seems to be the point of view of the
 observer that he is looking at the world
 from the point of view of the world. The world
 is not a point of view. It is a point of view.
 1886

It seems to be the point of view of the
 observer that he is looking at the world
 from the point of view of the world. The world
 is not a point of view. It is a point of view.
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It seems to be the point of view of the
 observer that he is looking at the world
 from the point of view of the world. The world
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It seems to be the point of view of the
 observer that he is looking at the world
 from the point of view of the world. The world
 is not a point of view. It is a point of view.
 1886

This lien is created by a notation in L

It cannot be obtained in possession of the goods
from the holder wrongfully has no claim to
this lien 3 Inst 535 2 S.R. - 85 Chl. 107

Ed. Tom. Currier has a lien on
his hire of a pair of horses Loc. Inst 182, 207 5 Inst
2520 2 Inst 567 Contra in the 50th m. L.

And it is said that in Ld Holt's case
if the carrier may detain the goods and then
and deliver them to a third carrier the latter
may detain them even if the owner in the
first instance has a lien on the goods
and the carrier is not bound to receive
them Loc. Inst 567

The carrier may detain the goods
in a warehouse for the owner's use and
the owner who has a lien for his hire may
to receive them 2 Inst 85 2 S.R. 107 108

The owner also detains the horse of his
agent in the case of a bailor. But
the horse cannot be detained by the agent
if the agent is not authorized. The carrier may
detain the goods until the owner's bill
5 Inst 204 Loc. Inst 808 Bail 45 8 Chl. 14 Chl.
388 Ex. 2. 584

And an innkeeper may detain
the horse even if he is not the owner but the
owner, and he may detain him as the true
owner until his bill is paid for it. It is not
his business to know the true owner and it
is sufficient that the horse has been kept
on his premises Inst. 973 Bail Inst 204 18
218 2 Inst 567 1 Inst 264

The carrier of a ship is to be
responsible for the cargo on board
but in the general case of the carrier
of the cargo on board the ship the carrier
is not responsible for the cargo on board
the ship.

The instance in which the carrier
is responsible for the cargo on board
the ship is when the cargo is on board
the ship at the time of the loss. 33 L.J. 97
L.R. 2 Q.B. 32, 5 Q.B. 440. On shipping
140 400 1 Dec. 79

The carrier is responsible for the cargo
on board the ship at the time of the loss
if the cargo is on board the ship at the time
of the loss. 33 L.J. 97 L.R. 2 Q.B. 32, 5 Q.B. 440.
The carrier is responsible for the cargo
on board the ship at the time of the loss
if the cargo is on board the ship at the time
of the loss. 33 L.J. 97 L.R. 2 Q.B. 32, 5 Q.B. 440.

In a case where there is a contract
or express agreement on which the carrier
relies for his reward he has no claim.

It has been decided in the case
of the carrier who claims a reward for the
loss of a horse until sold for his case, that an ex-
press promise on the part of the carrier to pay
a reward for the loss of the horse is not
a contract. Because it was said that the
carrier relied on the express agreement
and it comes within the maxim
"express facit cessare tacitum"

4 Exch. 400 3 B.C. 271 2 B.C. 92 2 B.C. 555, 0

This rule is always doubtful
2 Exch. 107 1 B.C. 56 2 B.C. 245 2 B.C. 440 4 Exch. 66, n.

[illegible]

It is possible that the ~~British~~ must consider the
cost of the ~~British~~ acquisition of the ~~British~~ of the
line too.

[illegible]

The amount of the Price is paid
to him in goods as I have already
mentioned. The goods being to be
conveniently that he should be able to the
Bailor in he delivers the goods to the Treasurer
or until the price appears to mean that the
Price was a justified in receiving the goods
back to the Bailor

The rule should be expressed then that
the rule instead of the quest
2-2 Feb. 18

The second is the red areas, from a red discoloration in the ^{liver} of the Baltic pelagians the ground to the ^{liver} gallbladder, sometimes an action of the liver. The cancerous condition are well known in the action

It is not true that a will
is justly in the hands of the bailor
and not that he must deliver it to the

This explanation seems to be intended
on the rule that a ship does not become a com-
mon carrier. The better is in fact not to make
or there notice his reward or rule. But he
must give them up to the true owner in ten-
der of the hire

Then a Public Bailor must
give up to the true owner in tender one
a portion must give 2 L. 10 s. 6 d. 1. 3 s. 2 d.
10 s. 10 d.

It seems in such cases that if the
bailee dies, and his goods come into pos-
session of the goods, he must deliver them
to the true owner, at his will

We cannot however suppose that
a bailor to the bailor is not the
owner

The reason given is that the executor
having come into possession or not of the
goods is bound to deliver them to him who
is by law entitled to the possession the ex-
ecutor not being bound to the executor thus
as the bailor

It is not true that a will
is justly in the hands of the bailor
and not that he must deliver it to the
owner much doubt whether he would not
be justified. I have observed that the bailor
2 L. 10 s. 6 d. 1. 3 s. 2 d.
10 s. 10 d.

In considering the subject of bail for the
neglected prisoners are aware that it is necessary to
consider the rights of the creditors who
repose upon the solvency of the debtor. It is his
and of purchasers who purchased under the same
circumstances.

The Law on this subject is in a great
measure regulated by the Statute which is in
affirmance of the Com. Law

By this Act it is provided that when
a person becomes a bankrupt he shall not be
entitled to dispose of the goods of another without
consent of the court. These goods are liable
to be taken for his debts and may be sold upon
by one of the creditors. 7 Ed. 6. Stat. 348
Laws 100 75 R. 108 5 T. 2. 52 50 50 300 200

This provision of the Act is founded
on the apprehension of fraud which with the
Public.

It would be more reasonable that the
debtor who has enabled the creditor to over-
sight the loss should suffer than those who
trusted to the credit which the conduct
of the Debtor exacted 2 T. Rep. 70

The Act, however, relates only to the
case of a bankrupt debtor, and is not
applicable to a solvent Debtor. There is no
provision, for if the loss made of their own
property does not require that the Debtor's
property should be liable 2 H. 2. 0

It was to be so that as to goods
originally belonging to the Union and which
were not admitted to the warehouse in question
in his possession; the rule was as strong before
the 7th as it is now, and a circumstance which
has been fraudulent and consequently void
by the 7th, 13th, 14th, 15th, 16th, 17th, 18th, 19th, 20th, 21st, 22nd, 23rd, 24th, 25th, 26th, 27th, 28th, 29th, 30th, 31st, 32nd, 33rd, 34th, 35th, 36th, 37th, 38th, 39th, 40th, 41st, 42nd, 43rd, 44th, 45th, 46th, 47th, 48th, 49th, 50th, 51st, 52nd, 53rd, 54th, 55th, 56th, 57th, 58th, 59th, 60th, 61st, 62nd, 63rd, 64th, 65th, 66th, 67th, 68th, 69th, 70th, 71st, 72nd, 73rd, 74th, 75th, 76th, 77th, 78th, 79th, 80th, 81st, 82nd, 83rd, 84th, 85th, 86th, 87th, 88th, 89th, 90th, 91st, 92nd, 93rd, 94th, 95th, 96th, 97th, 98th, 99th, 100th, 101st, 102nd, 103rd, 104th, 105th, 106th, 107th, 108th, 109th, 110th, 111th, 112th, 113th, 114th, 115th, 116th, 117th, 118th, 119th, 120th, 121st, 122nd, 123rd, 124th, 125th, 126th, 127th, 128th, 129th, 130th, 131st, 132nd, 133rd, 134th, 135th, 136th, 137th, 138th, 139th, 140th, 141st, 142nd, 143rd, 144th, 145th, 146th, 147th, 148th, 149th, 150th, 151st, 152nd, 153rd, 154th, 155th, 156th, 157th, 158th, 159th, 160th, 161st, 162nd, 163rd, 164th, 165th, 166th, 167th, 168th, 169th, 170th, 171st, 172nd, 173rd, 174th, 175th, 176th, 177th, 178th, 179th, 180th, 181st, 182nd, 183rd, 184th, 185th, 186th, 187th, 188th, 189th, 190th, 191st, 192nd, 193rd, 194th, 195th, 196th, 197th, 198th, 199th, 200th, 201st, 202nd, 203rd, 204th, 205th, 206th, 207th, 208th, 209th, 210th, 211th, 212th, 213th, 214th, 215th, 216th, 217th, 218th, 219th, 220th, 221st, 222nd, 223rd, 224th, 225th, 226th, 227th, 228th, 229th, 230th, 231st, 232nd, 233rd, 234th, 235th, 236th, 237th, 238th, 239th, 240th, 241st, 242nd, 243rd, 244th, 245th, 246th, 247th, 248th, 249th, 250th, 251st, 252nd, 253rd, 254th, 255th, 256th, 257th, 258th, 259th, 260th, 261st, 262nd, 263rd, 264th, 265th, 266th, 267th, 268th, 269th, 270th, 271st, 272nd, 273rd, 274th, 275th, 276th, 277th, 278th, 279th, 280th, 281st, 282nd, 283rd, 284th, 285th, 286th, 287th, 288th, 289th, 290th, 291st, 292nd, 293rd, 294th, 295th, 296th, 297th, 298th, 299th, 300th, 301st, 302nd, 303rd, 304th, 305th, 306th, 307th, 308th, 309th, 310th, 311th, 312th, 313th, 314th, 315th, 316th, 317th, 318th, 319th, 320th, 321st, 322nd, 323rd, 324th, 325th, 326th, 327th, 328th, 329th, 330th, 331st, 332nd, 333rd, 334th, 335th, 336th, 337th, 338th, 339th, 340th, 341st, 342nd, 343rd, 344th, 345th, 346th, 347th, 348th, 349th, 350th, 351st, 352nd, 353rd, 354th, 355th, 356th, 357th, 358th, 359th, 360th, 361st, 362nd, 363rd, 364th, 365th, 366th, 367th, 368th, 369th, 370th, 371st, 372nd, 373rd, 374th, 375th, 376th, 377th, 378th, 379th, 380th, 381st, 382nd, 383rd, 384th, 385th, 386th, 387th, 388th, 389th, 390th, 391st, 392nd, 393rd, 394th, 395th, 396th, 397th, 398th, 399th, 400th, 401st, 402nd, 403rd, 404th, 405th, 406th, 407th, 408th, 409th, 410th, 411th, 412th, 413th, 414th, 415th, 416th, 417th, 418th, 419th, 420th, 421st, 422nd, 423rd, 424th, 425th, 426th, 427th, 428th, 429th, 430th, 431st, 432nd, 433rd, 434th, 435th, 436th, 437th, 438th, 439th, 440th, 441st, 442nd, 443rd, 444th, 445th, 446th, 447th, 448th, 449th, 450th, 451st, 452nd, 453rd, 454th, 455th, 456th, 457th, 458th, 459th, 460th, 461st, 462nd, 463rd, 464th, 465th, 466th, 467th, 468th, 469th, 470th, 471st, 472nd, 473rd, 474th, 475th, 476th, 477th, 478th, 479th, 480th, 481st, 482nd, 483rd, 484th, 485th, 486th, 487th, 488th, 489th, 490th, 491st, 492nd, 493rd, 494th, 495th, 496th, 497th, 498th, 499th, 500th, 501st, 502nd, 503rd, 504th, 505th, 506th, 507th, 508th, 509th, 510th, 511th, 512th, 513th, 514th, 515th, 516th, 517th, 518th, 519th, 520th, 521st, 522nd, 523rd, 524th, 525th, 526th, 527th, 528th, 529th, 530th, 531st, 532nd, 533rd, 534th, 535th, 536th, 537th, 538th, 539th, 540th, 541st, 542nd, 543rd, 544th, 545th, 546th, 547th, 548th, 549th, 550th, 551st, 552nd, 553rd, 554th, 555th, 556th, 557th, 558th, 559th, 560th, 561st, 562nd, 563rd, 564th, 565th, 566th, 567th, 568th, 569th, 570th, 571st, 572nd, 573rd, 574th, 575th, 576th, 577th, 578th, 579th, 580th, 581st, 582nd, 583rd, 584th, 585th, 586th, 587th, 588th, 589th, 590th, 591st, 592nd, 593rd, 594th, 595th, 596th, 597th, 598th, 599th, 600th, 601st, 602nd, 603rd, 604th, 605th, 606th, 607th, 608th, 609th, 610th, 611th, 612th, 613th, 614th, 615th, 616th, 617th, 618th, 619th, 620th, 621st, 622nd, 623rd, 624th, 625th, 626th, 627th, 628th, 629th, 630th, 631st, 632nd, 633rd, 634th, 635th, 636th, 637th, 638th, 639th, 640th, 641st, 642nd, 643rd, 644th, 645th, 646th, 647th, 648th, 649th, 650th, 651st, 652nd, 653rd, 654th, 655th, 656th, 657th, 658th, 659th, 660th, 661st, 662nd, 663rd, 664th, 665th, 666th, 667th, 668th, 669th, 670th, 671st, 672nd, 673rd, 674th, 675th, 676th, 677th, 678th, 679th, 680th, 681st, 682nd, 683rd, 684th, 685th, 686th, 687th, 688th, 689th, 690th, 691st, 692nd, 693rd, 694th, 695th, 696th, 697th

And also the relations the miller is
allowed to seize the goods in his possession and
to take on the ground of fraud between the
Builder and Builder, but on the ground of false
credit. Ven 30 472 Est. 500
or
127.

(continued) And further the relation of a presumption of fraud between Bailor and Bailee will avail nothing to the Bailor as between him and the creditor. Dec. 505 L.R., 80, 3 2 D. R. 10

The question is whether there is such a false credit raised by the Banker
If there is, he is liable

See the 1st does not entitle to rights
conferred by the Law except on the right. Have
others

It is an executor should become a bankrupt, being in the possession of the property of the deceased, that such is not true.

There is a large artificial pond at the
head of pool and a small stream runs to the south of
the main stream. The stream is a small stream
and the main stream is a small stream.

The estate was added to the same in
the 1st vol. of the same on land, for convenience, but
since cannot be taken to the same since therefore
it is not the same as either, but that the same
only remains in the possession of the same. The
2nd vol. of the same on land, for convenience, but
485,491

[illegible]

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now the Bailor is a rent the creditor has the
his remedy, a lease of a warehouse, for example, has
been secured by the Bailor on the credit warrants
of the

It has been observed that the Bailor is
insolvent his creditors will not take the property bail-
ed unless the Bailor's business was such as to
enable him to pay, and it may be added that
the property that the creditor must take is his
own and disposition, and that the Bailor is in-
solvent with all the abhorrence of creditors.
The creditor cannot take the Bailor unless
the terms of the Bailment require the Bailor
to do so and it may be the case.

This was settled in the following case
He deposited a charge with a merchant, a
sealed bag of jewels and he being insolvent
disposed of them to third persons. The Bailor
was allowed to recover them at the third persons

The Bailor has no right in the
terms of the contract to treat these
goods as his own. The Bailment is a bailment
clearly, a violation of his trust. Cooks, Bun. 12
234 40 55 1844 44, 52, 100 100
17 R. R. 07, 23 206 40 553

If goods are left with a depository
and he becomes insolvent and sells them the sur-
plus can be taken from the Bailor 3 R. 44

It also if goods are left in the hands
of the depository, the creditor
is a creditor and the creditor
has the remedy of a debt, not a
property claim.

The members of the committee are meeting the
committee. I have no Henderson here.

It is very important to know that the
one person who is to be elected, the committee
must be the one who is to be elected. The
committee is not to be elected by the
people. The committee is to be elected by
the people. The committee is to be elected
by the people. The committee is to be
elected by the people. The committee is
to be elected by the people.

The members of the committee for the
first time committed them to a certain course to
bring them to the point where the committee
them to the point where the committee

It was then that the committee
could not have them, because the first of
the committee was not to be elected
all of the committee

The committee is not to be elected
in the first place, but in the second place
the committee is to be elected. The
committee is to be elected. The committee
is to be elected. The committee is to be
elected. The committee is to be elected.

The committee is to be elected. The
committee is to be elected. The committee
is to be elected. The committee is to be
elected. The committee is to be elected.

The committee is to be elected. The
committee is to be elected. The committee
is to be elected. The committee is to be
elected. The committee is to be elected.

The next time a man was taken to the court
on a new charge, he was taken there 5 Dec 1807
1 Dec 203, then 2107 S. C. 112 & 113.

Motions of Bailor Bailors vs strangers and between themselves

It is a rule that the bailor can-
not sue the bailor, but the bailor can sue the bailor.
Proven or not, no matter what the bailor does with
the bailor, or the bailor, the bailor is the bailor
of the bailor. 5 Dec 104 200, then 4 Dec 24 3 Dec
C. L. 202 2 Dec 203

The bailor can sue the bailor for the
bailor, but the bailor can sue the bailor
for the bailor, which is a constructive
possession.

The bailor can sue the bailor for the
bailor, but the bailor can sue the bailor
for the bailor, which is a constructive
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for the bailor, which is a constructive
possession.

65. 389, 380

case Dec 1st 157 2nd Dec 6th 139, 4 8th Jan: 432 1st Apr 6th 385 2nd Apr 329m

but all may. To have put a Depon here may see

It is a very common mistake to suppose that the
theology of the Church is the same as the
theology of the State. It is not so. The
theology of the Church is the theology of the
Church, and the theology of the State is the
theology of the State.

The Church is a body of men, and the
State is a body of men. The Church is a
body of men who are united together by
the bonds of love, and the State is a
body of men who are united together by
the bonds of law.

The Church is a body of men who are
united together by the bonds of love, and
the State is a body of men who are united
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by the bonds of love, and the State is a
body of men who are united together by
the bonds of law.

It is laid down in Acta that if the Bailor
and the Bailee both sue till the Bailee was nearer
for his estate damages he is to recover first
than the other and as a Bailee is the first
to sue he is to be preferred in the second
as in 2 Roll. 509 3 Lin 22

But it would seem the more appropriate
action for one of them is the other
of the same nature, and the
actions may not proceed together, and the
action shall go for the first recovery, he who
sues entitles himself to sue according to
all the law as in case of actions by man-
traverser in writ for the same thing 3 Bac.
559 2 Lin 127

So also in an action where if the
in the process common was an action he should
the writ of the sheriff, the other might
proceed in an action 2 Stra 873
Roll. 508 6 Mod 105

If the Bailee sue and recover the
action shall remain in the hands of
the Bailee, for he is entitled to have the
interpleader 2 Roll. 509 24, 15
3 Mod 24 11 Mod 108 12 Mod 108 13 Mod 68

And it would seem that if the Bailee
sue first damages as in the case of the
Bailee is entitled to a ten of the Bailee
the Bailee is entitled to it in this manner
an action and it is to be in the Bailee
as in distinct action, but to the Bailee
that there is the strongest case to be
made of it

When the owner of a vessel is not
able to recover the value, the ship is the
total responsibility of the owner, and
that is all.

If the vessel is lost for the first time
in the water, it is the duty of the owner to
recover the value of the vessel. The owner
is not liable for the loss of the vessel
commencing a right of action until the vessel
is lost. The owner is not liable for the
loss of the vessel.

If the vessel is lost for the second time
the owner is not liable for the loss of the
vessel. The owner is not liable for the
loss of the vessel. For in such a
case the vessel is a cargo, 5 B. & C. 206. 2 B. & C. 205
1 B. & C. 201

But whether the vessel is the owner
or the cargo is a question of fact.
It is a question of fact.

The vessel is the owner of the cargo
and the cargo is the owner of the vessel.
The vessel is the owner of the cargo
and the cargo is the owner of the vessel.
The vessel is the owner of the cargo
and the cargo is the owner of the vessel.
The vessel is the owner of the cargo
and the cargo is the owner of the vessel.

On the ground it appears that the
vessel is not entitled to recover for the loss of
the cargo, but it is not the case that the
vessel is not liable for the loss of the cargo
or the cargo is not liable for the loss of the
vessel. The vessel is not liable for the loss of
the cargo and the cargo is not liable for the
loss of the vessel. The vessel is not liable for
the loss of the cargo and the cargo is not
liable for the loss of the vessel.

...the case where the demand is
made by the "to be" or "former" party in
the case of a contract. The whole matter is the same but
the difference in the action is the difference in
the "to be" or "former" party in the case of a contract.

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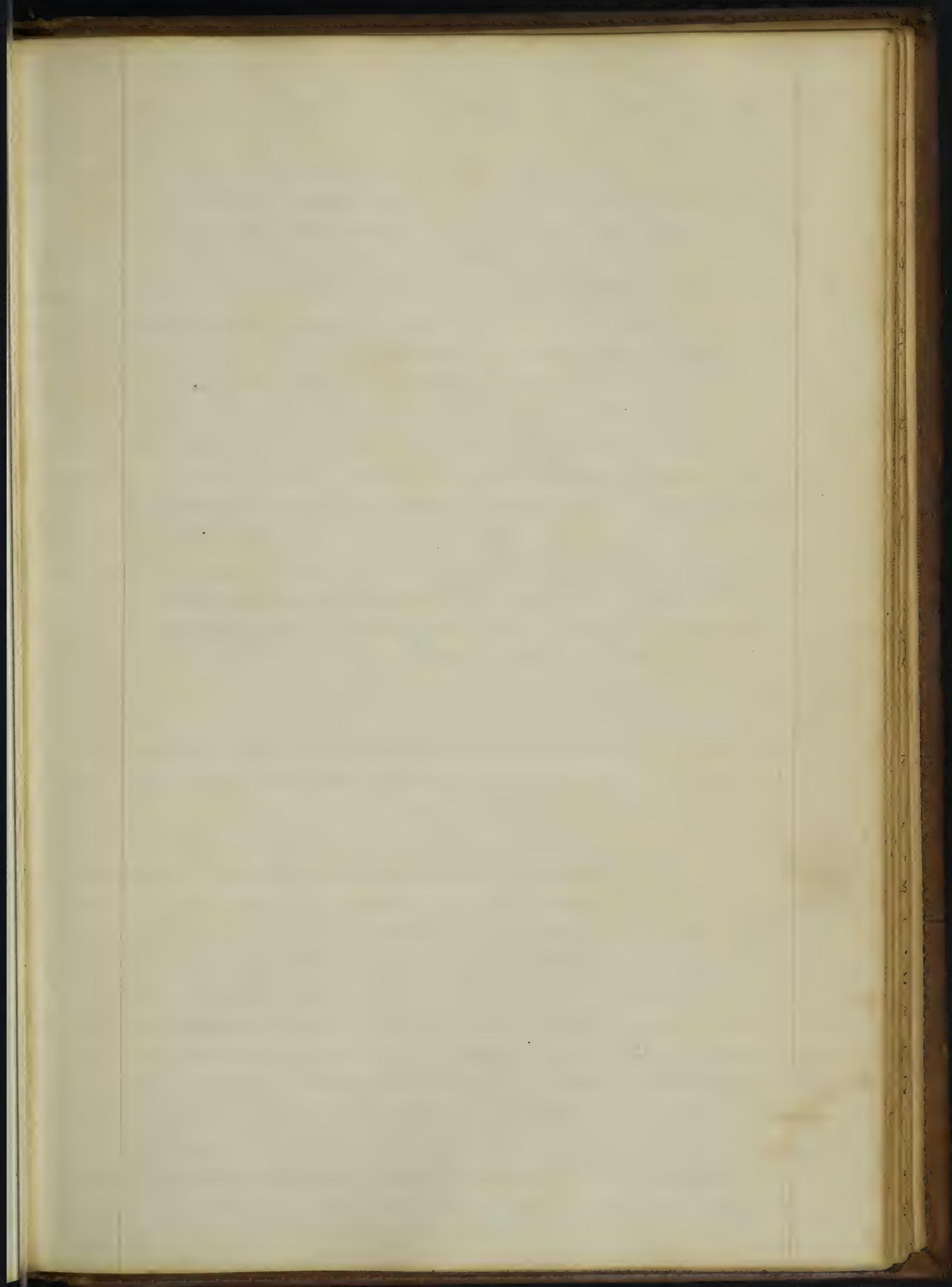
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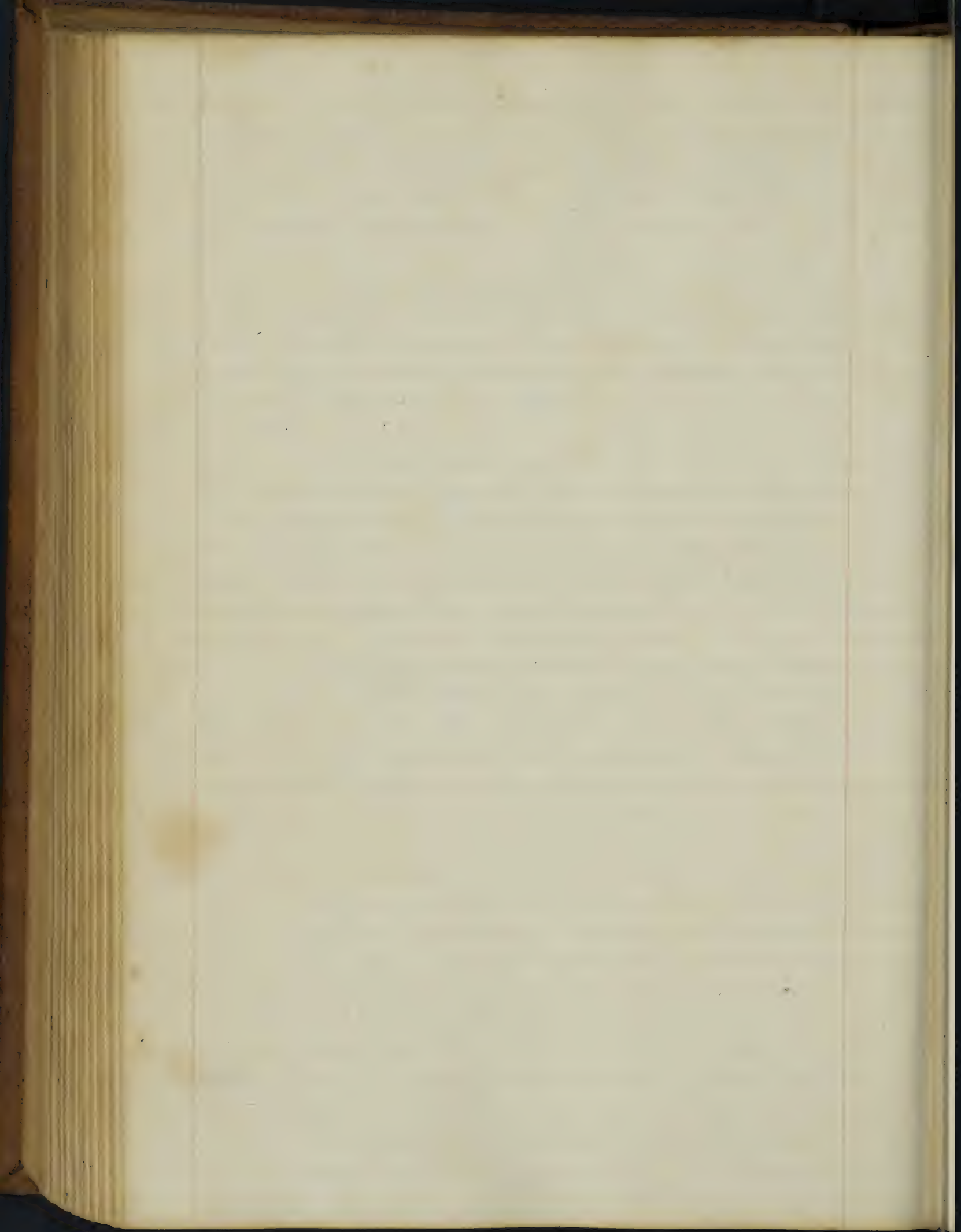
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the difference in the action is the difference in
the "to be" or "former" party in the case of a contract.

There is no relation to the mean line
the Bader means, therefore, the average is not
extending to the whole mean, and is only
a mean to the Bader. The 7th and 8th, 3rd
and 4th, 2nd and 3rd, 5th and 6th, 7th and 8th
center of Bader, 200





The care and custody required of an innkeeper does not extend to the person of his guest, ^{and his property} when a traveller is beaten at an inn the keeper is not liable Sec. 32. 3 B. & M.

But he is liable for his own misconduct as well as that of his servants

As to the inn's travellers and baggage Sec. 3 B. & M. 32. Roll 95. 1 B. & M. 75.

Insanity in the family may excuse the innkeeper from receiving the guest. But if he receive him into the inn in the absence of his own insanity will not excuse him from his liability as Innkeeper 1 B. & M. 622 3 B. & M. 32 & 3

The infant innkeeper is not liable as an innkeeper 1 Roll 2 3 B. & M. 82

There is a third analogy between an innkeeper and common carrier 2 B. & M. 758 3 B. & M. 83

As a carrier is bound to deliver his goods, and the guest is bound to receive it so, when a carrier is injured, it has been made a question whether the innkeeper was liable 1 B. & M. 78 158 2 B. & M. 206 3 B. & M. 83 4 B. & M. 306

It is the duty of the innkeeper to receive the guest, and the guest will not receive the innkeeper for the use of the inn. But he must actually receive him to lose his claim 3 B. & M. 83 3 B. & M. 83

(Qu. If the key is taken *animo custodiendi*. 2 Kent 461. - a question of fact.)

It is not necessary to mention that
the unknown speaker said what the audience
said. He said in the latter part of the session
in those sessions he found out that he was not
among the unknown speakers. There is in the
same place. The door is closed to those persons
who board at his house in general as boarders
see. 2d. Dec. 3 3 Dec. 83.

The speaker is not aware of the
location of the address of the speaker, unless
it is a nice one.

The speaker is not aware of the
location of the address of the speaker, unless
it is a nice one. 5 Dec. 2 3 Dec. 83.

The speaker is not aware of the
location of the address of the speaker, unless
it is a nice one. 5 Dec. 2 3 Dec. 83.

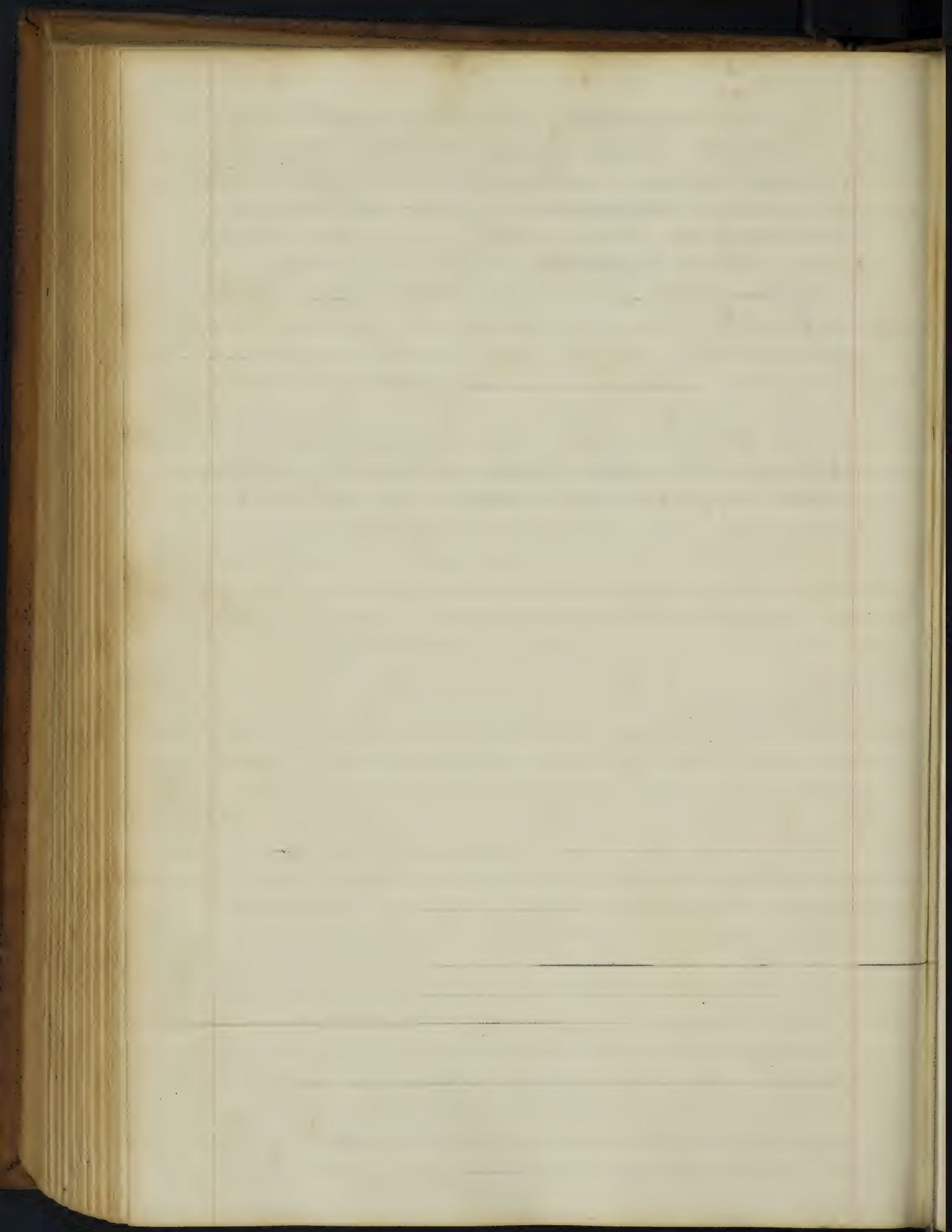
There is some doubt as to whether the
time will take the speaker to a great extent from
work. It is not necessary that he should
be in the same place. 5 Dec. 2 3 Dec. 83.

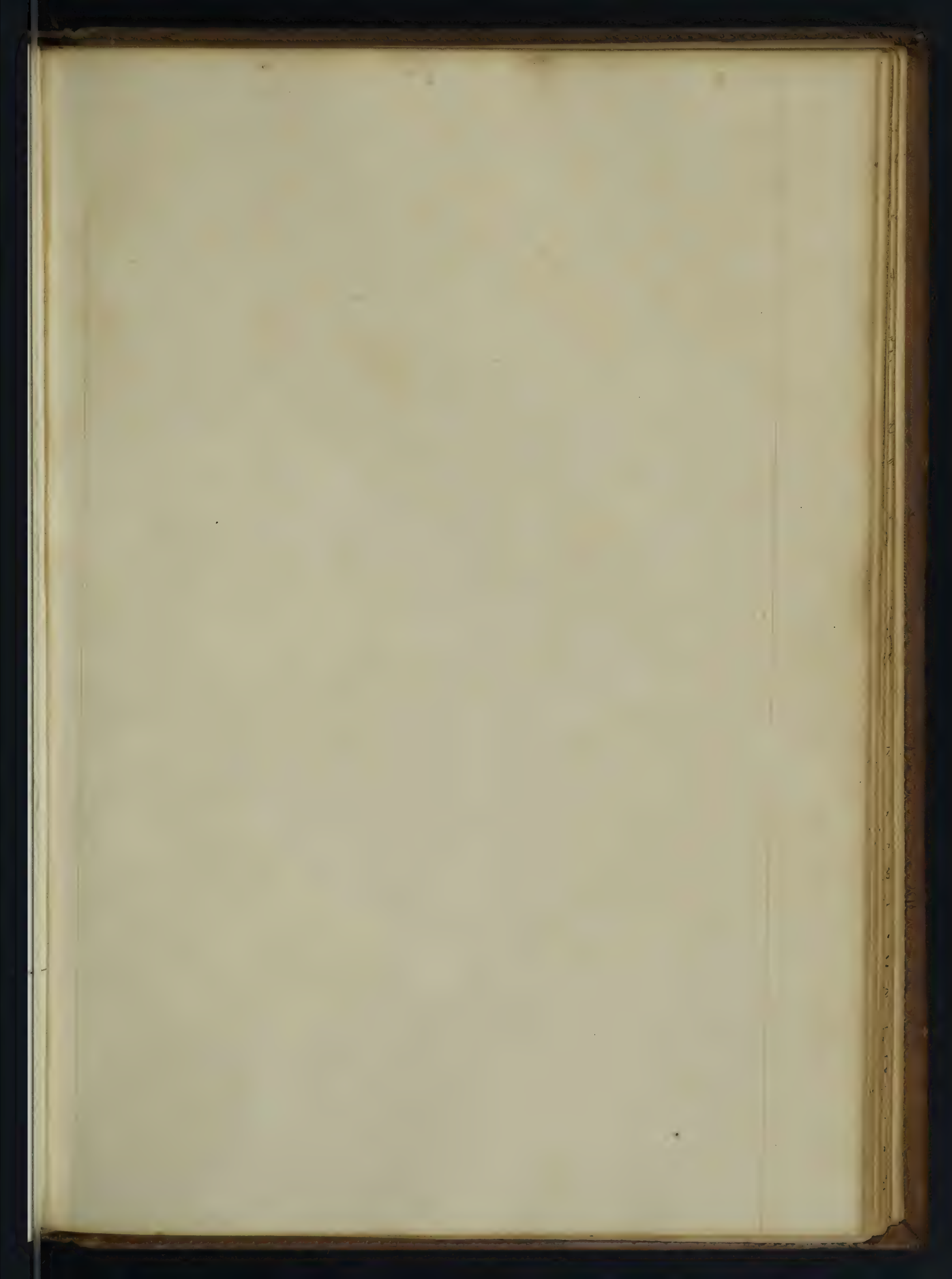
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location of the address of the speaker, unless
it is a nice one. 5 Dec. 2 3 Dec. 83.

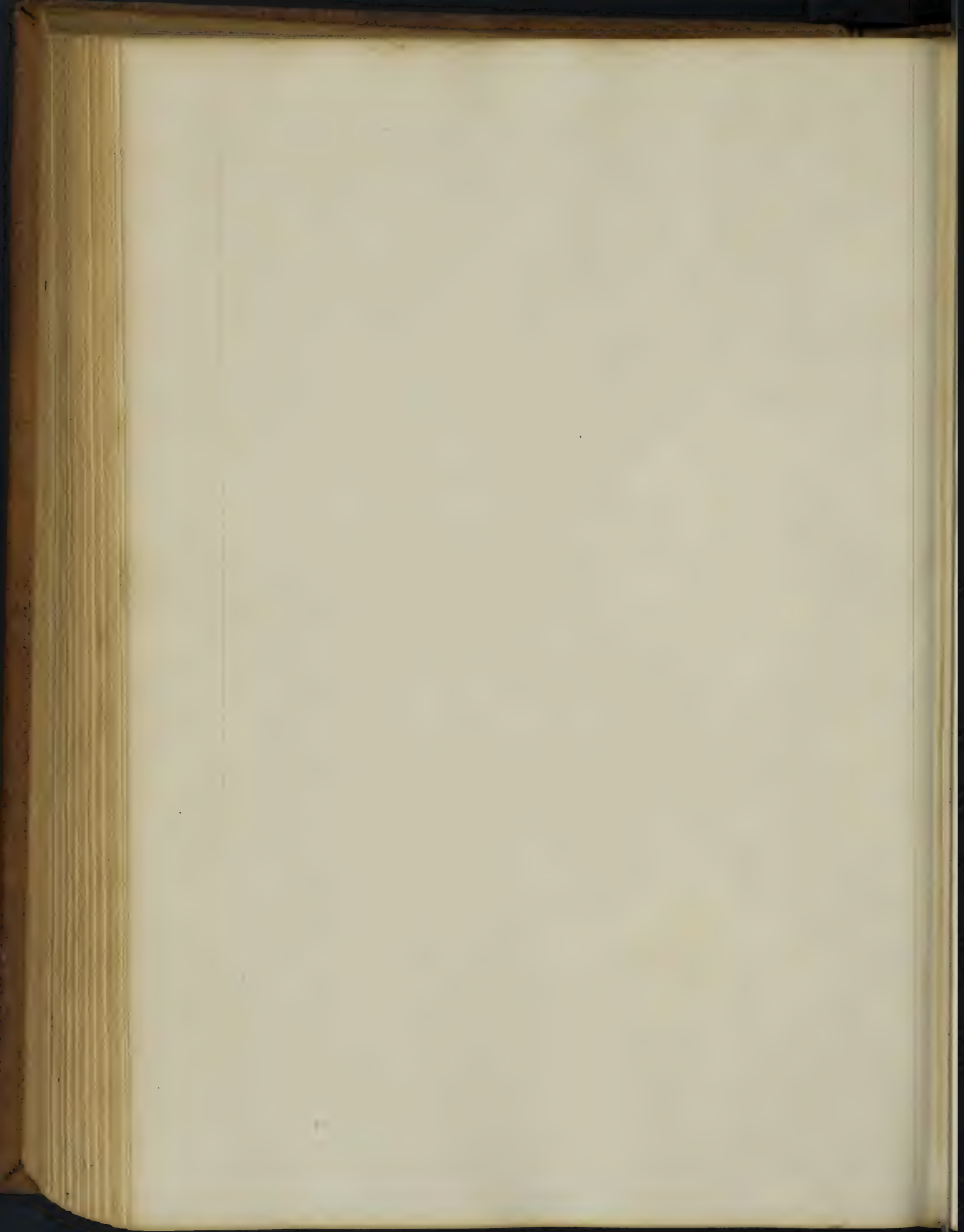
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location of the address of the speaker, unless
it is a nice one. 5 Dec. 2 3 Dec. 83.

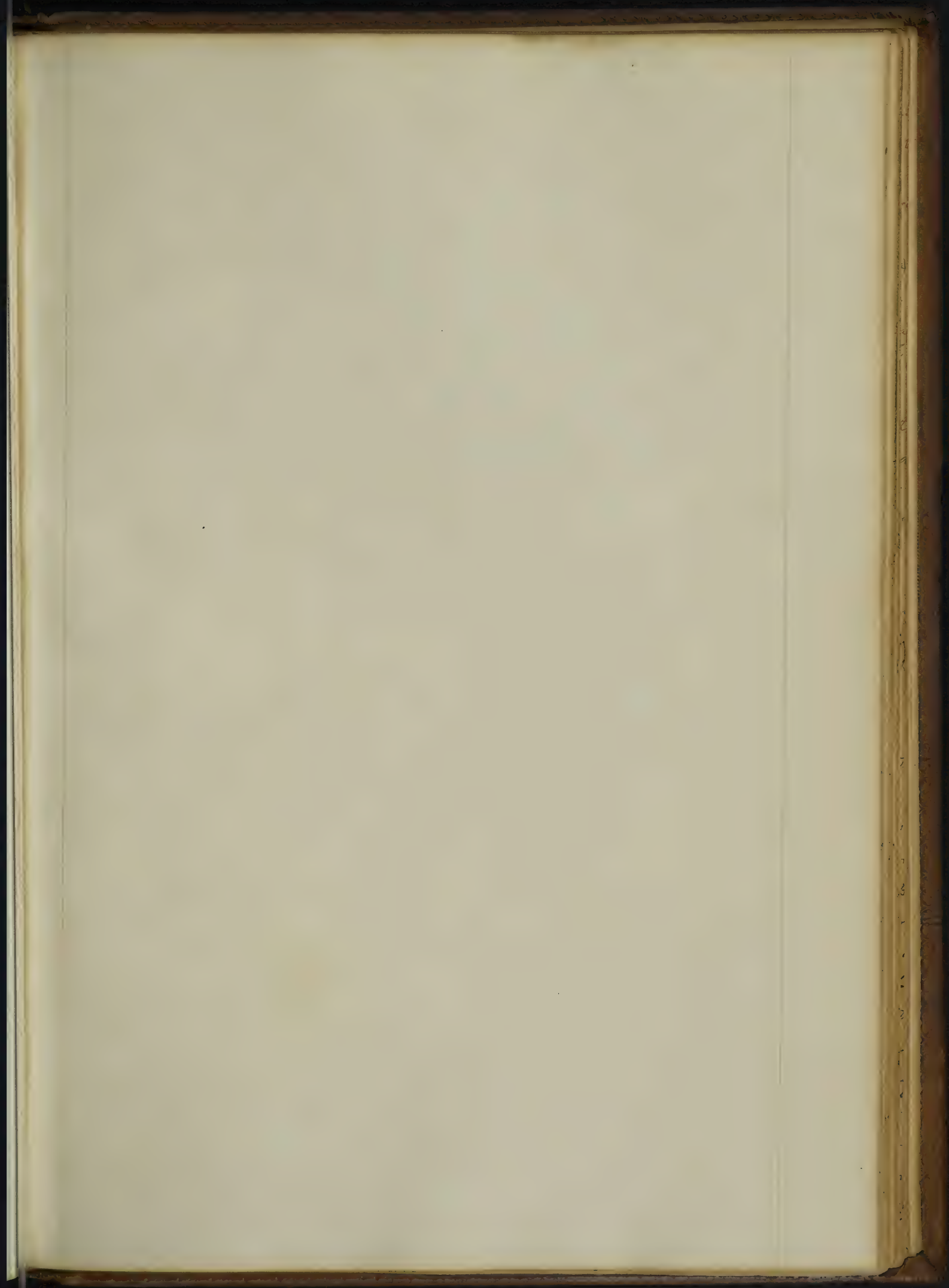
An unconditional notice that a Master did not
is liable for baggage at all cannot exempt him
from liability. He must think as liable
for his own negligence. Such clothes are
common in steam-boats. A common carrier
may impose reasonable terms. Private
Bailees may conclude impose any terms.
Ante 61

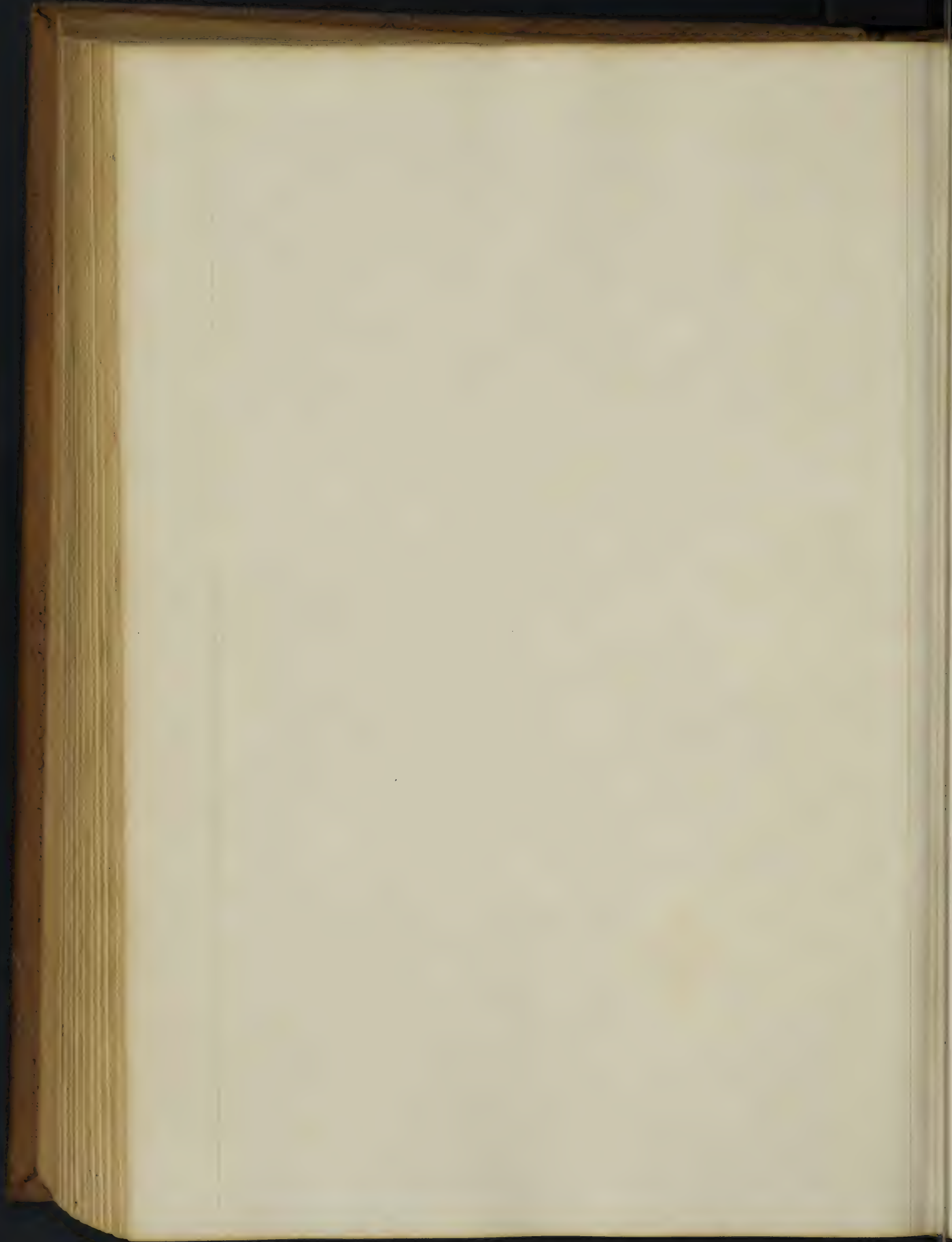
Ante 63 This rule seems to J.P. to be in-
correct. The fare in fact extends to baggage.
And not is a rule in case of an inketter

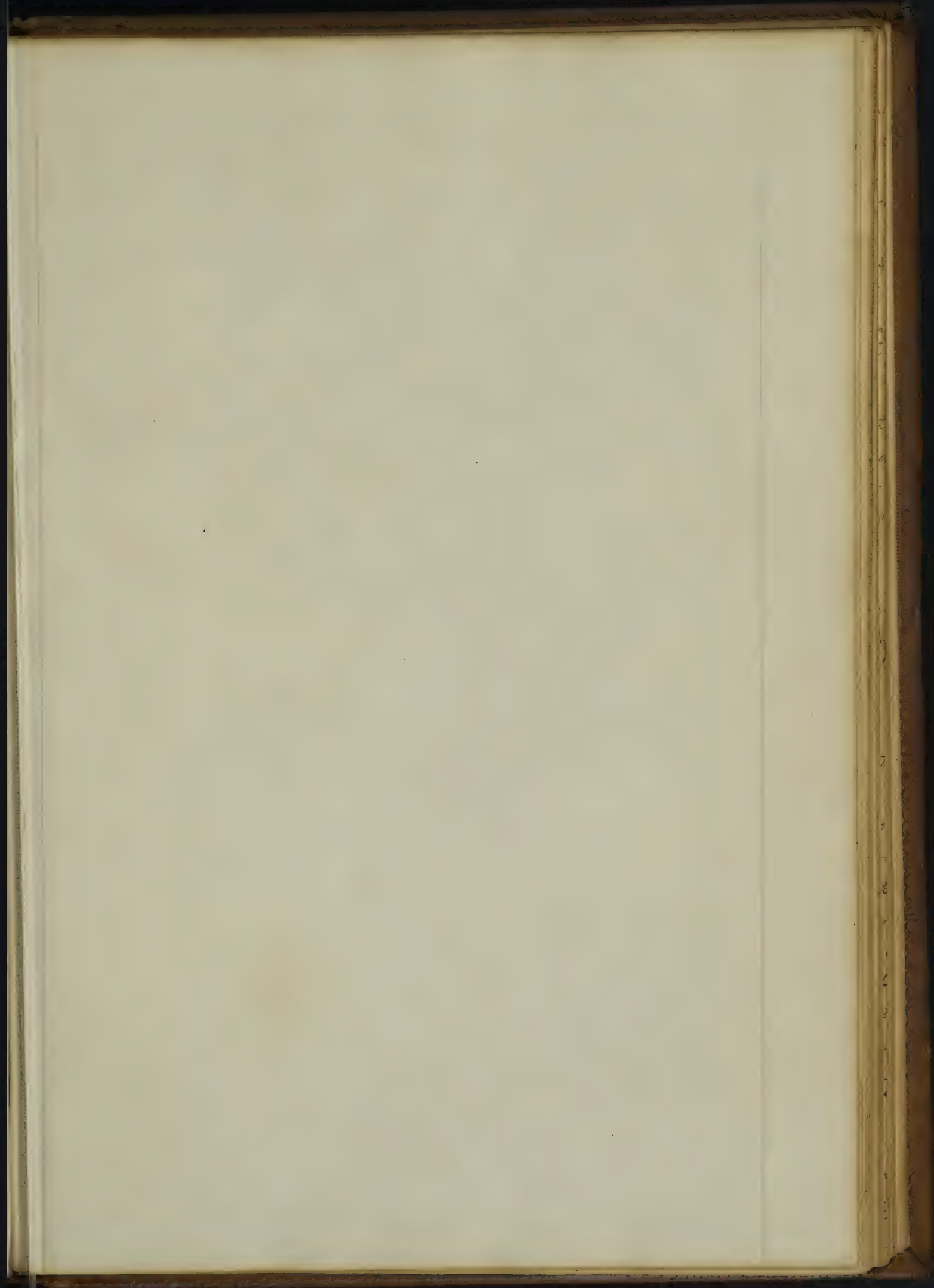


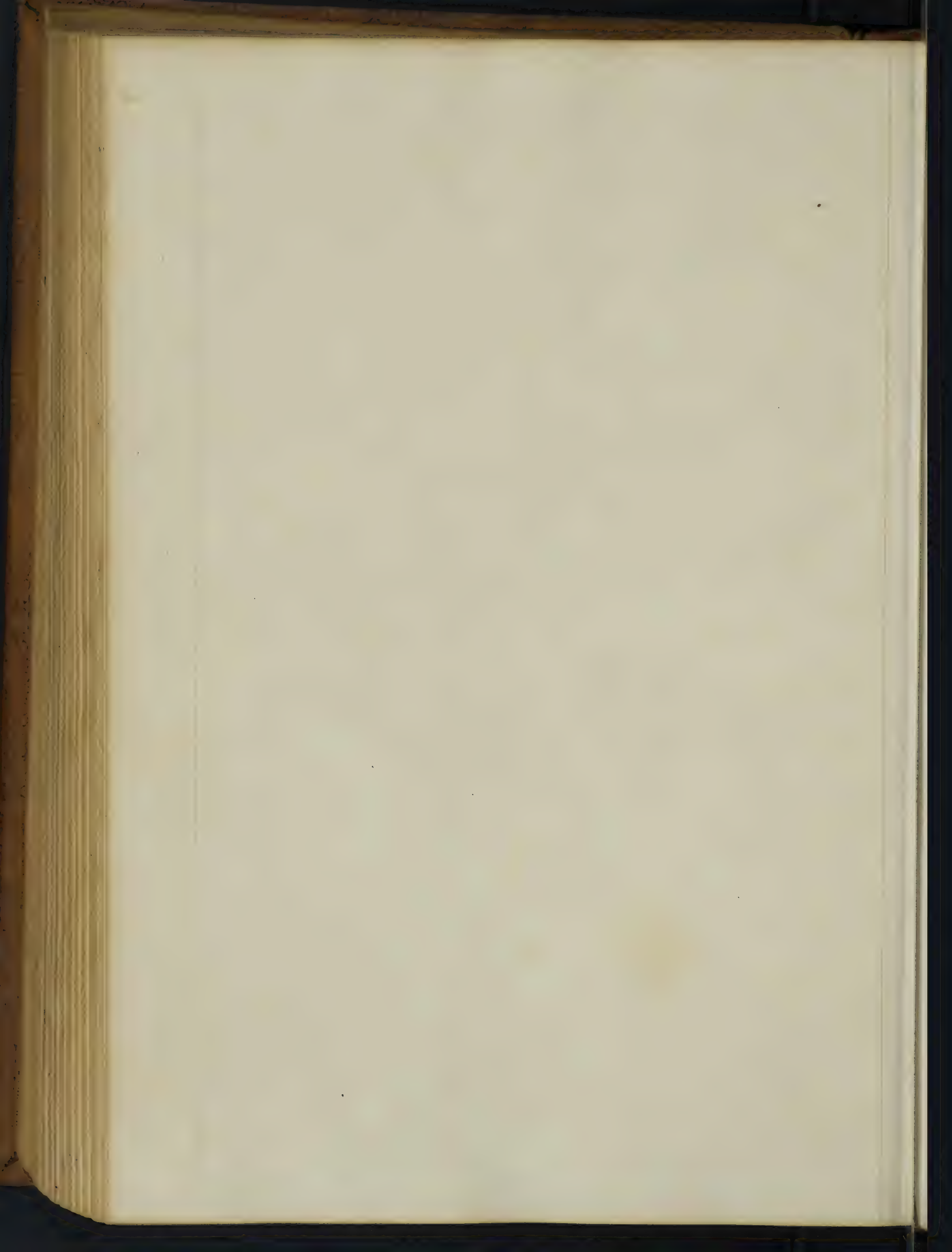


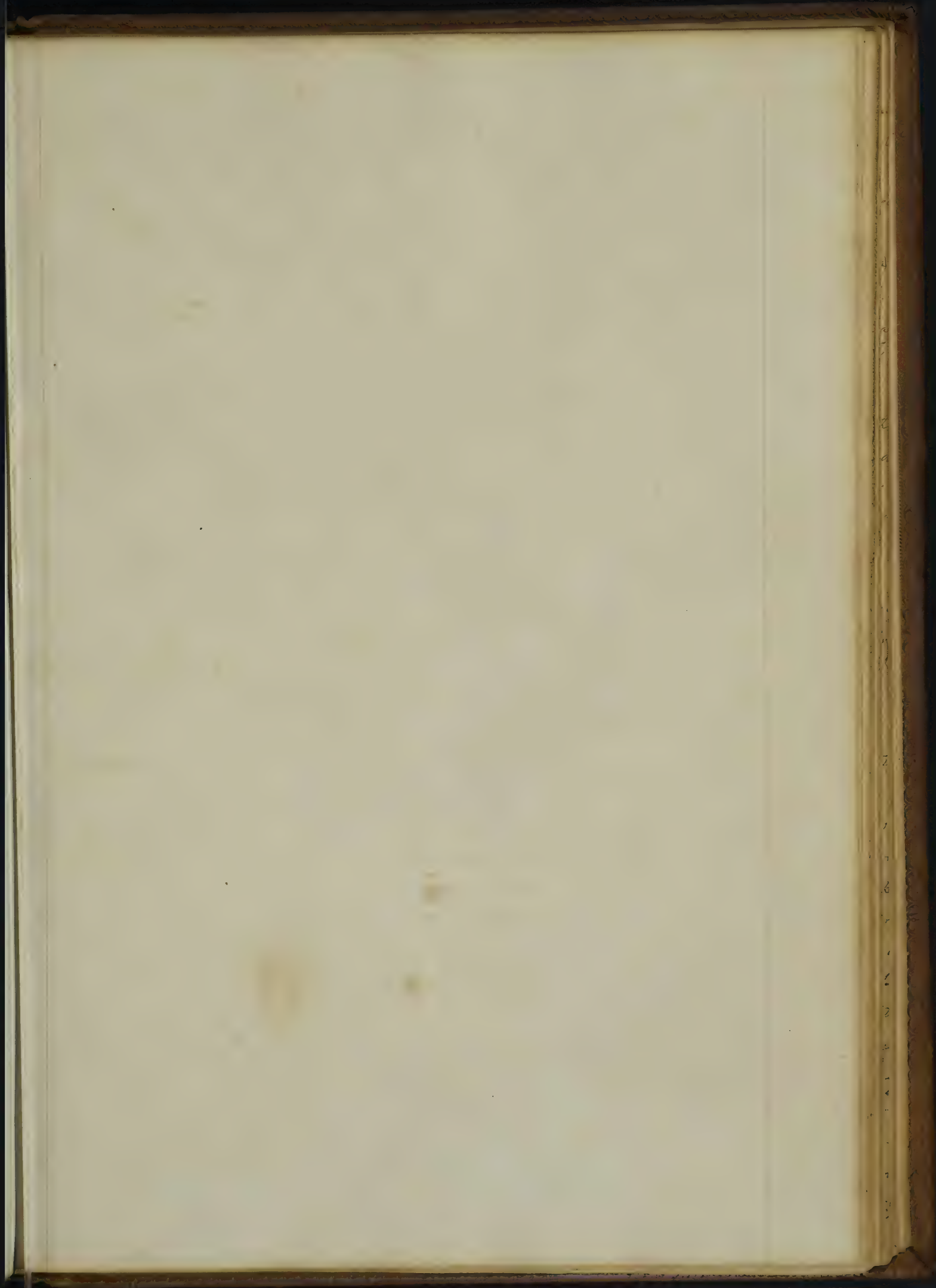


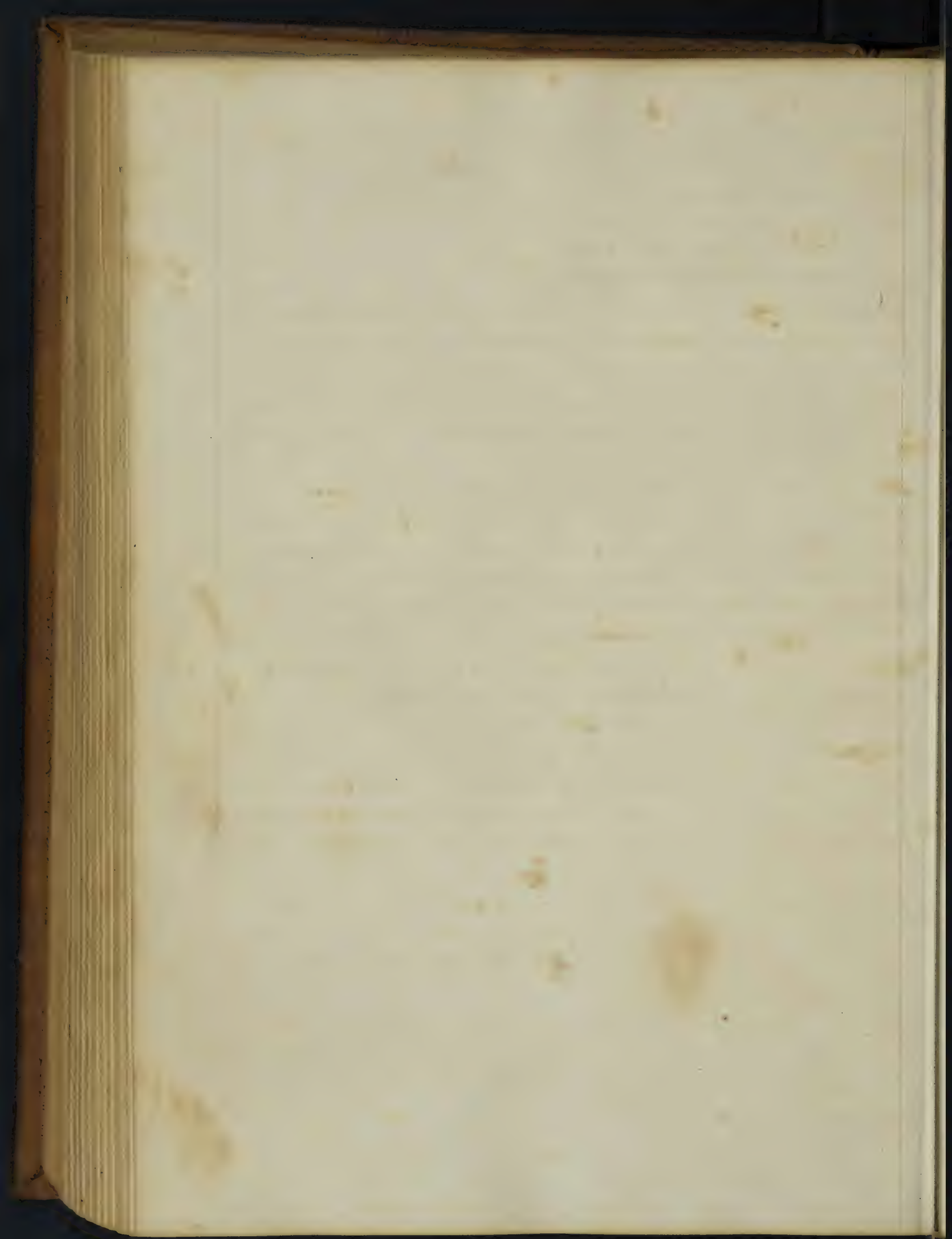












Sheriffs, Finders &c.

The word shiff, denotes the Governor, or Keeper of the Shire, or county; being derived from the Saxon word, shire, & reeve.

1st 346. 339. 340. 4th Bac at 430.

The mode of appointing Sheriffs, in Engl^d & here, differs materially; and there is also a different rule in each State.

But in this State, he is appointed by the Legislature for the term of three years; in Engl^d he is appointed by the King. Bac at 4th Sheriff. 1st 340. 1. He is an annual off^r so that no man holds the office during the pleasure of the King. But they are appt. annually in Engl^d.

The Sheriff must, abide in the county, for which, he is appointed; because, he is a county officer only: & has no regular jurisdiction out of his own county.

4th Bac. 435.

But, where it is necessary, to go out of his own county for the purpose of completing an official act, begun in his own county; in this case, he may have authority out of ^{his} that county - as if the Sheriff of the county of A, is commanded to deliver a prisoner to a court in the county of B, he has authority to carry him to B. For, every official act is deemed in law an entire act; & the completion, has reference to the inception. (4th Bac 435.) Ex. gr. case of a writ of habeas corpus.

Again if a prisoner of the Sheriff, escapes from him into another county the Sheriff may pursue & take him in another county. For, he could not have gone out of his own county, to make the original arrest. It is plaid, that this is only in furtherance of the act begun in his co-

His authority, may in some cases, extend beyond the duration of his office, where it is necessary that it should, where an official act is begun, to complete it. And he must complete the act begun, for the execution of legal process, is an entire, & indivisible act. and in this case, it makes no difference, whether his authority expires by its own limitation, or whether he is turned out of office. Ex. gra. office expires before goods taken in Ex. are sold. *Howe v. 3* On this subject a case of great celebrity arose in 1841, but which was evidently decided against law. in the election ^{between} Clinton & Fay. *Sachs 32 v. Cor. Fe 73* *1 Ralleg* The same rule holds, as to constables within the limits of their particular jurisdiction (i.e.) their authority extending beyond the duration of their office for the same purpose. The Sheriff may at C. L. law, appoint deputies or under sheriffs, who are his substitutes, and they have authority to execute all the ordinary ministerial business, of the office. & this rule originates in a supposed necessity. *How 13. Kirby 240. 412 Bac 437.*

By a statute of this State, the Sheriff may appoint the Sheriff of another county his deputy, & then the shff of the other county may act as deputy in one county & Sheriff in the other.

The Deputy is of course removable by the Sheriff at his pleasure - i.e. he may revoke the authority he has given him - & this right is absolute & unqualified. But while the deputy remains in office his general powers cannot be abridged by the Sheriff. For while he continues in office, he is bound by an authority paramount to that of the Sheriff, to execute, all business in the line of his duty. *Sachs 95. 760 R. 13. 412 Bac 437. Vide St. of Com. on this sub.*

Sheriff's Duties

Sheriffs have in some cases attempted to bind their deputies, not to execute any process, above a certain amount; for the purpose of retaining the more lucrative business in their own hands. Every such agreement is utterly void. For a deputy may not by any contract bind himself not to execute any of his official duties - (it)

In Eng^l. & where the com. law regulates the duties of sheriffs, the deputy acts officially only in y^e name of the sheriff & never appears as acting in his own name in any act appertaining to his office. He is not at Com. Law a known public officer - but as a mere serv^t of one. Therefore in Eng^l. no writ is ever directed to a deputy (Sack 96. Comp 65.) as such. writs &c. are in gen^l. directed to the sh^{ff} of the Co. & the deputy in executing it, does it in the name of the sh^{ff}.

And this is the meaning of the rule laid down in the books, that an undersheriff cannot return a writ (i.e.) he cannot return a writ in his own name Comp 65.

But under the Statute law of this State, a deputy may & most frequently does act in his own name for by our statute law, he is made a public officer and a writ may be directed to him & usually are so. (Stat^s of Con. under civil - usual form in Com^o. To the sh^{ff}; or his deputy, or constable of such town &c. when directed to him no impropriety in his returning it in his own name - Still, with us notwithstanding this provision, a writ directed to the sheriff only, may be executed by the deputies - whether general, or special - Kirby 237 For the regard to a pub. off^r. he is also considered under our Stat^e as a substitute of the sh^{ff}.

Incidents in Law

A deputy cannot however delegate his authority to another person; cannot create a sub deputy. It is a principle of common constitutional law, that a representative must act in his own person, and never by proxy. E.g. members of the House of Commons in Eng. can't vote by proxy. But a Peer of the Realm may do so as, & the older is not a representative of the people. But tho a deputy cannot delegate his authority, he may lawfully command the assistance of any third person, to assist him in the execution of his official duties: and such third persons, will be justified in giving the assistance commanded. So he may employ or another person, as an assistant, to act in his presence, or company. ~~There~~ There is no assignment of authority. (Salk 96. Litt. Bac Shipp 442. The assistant in the case supposed is a mere instrument "pro natus". If the Sheriff directs a warrant to two persons, either of them, alone, may make the arrest, & execute the warrant. For the authority, being of a public nature, or relating to the administration of justice, is several, so that, either A or B may execute it. (Coke Litt 180. Str 117. Litt Bac 403. int. 442. This last is a good rule.

But if a private authority is conferred upon two individuals, without any express provision that they may act severally, they must act jointly or not at all.

If a deputy is guilty of any neglect of duty (as in the case of an escape) the Sheriff may have an action on the case against him. So by this act of his, the Sheriff is himself made liable to the party injured. And there is also an implied contract,

Sheriffs & Jailors

on the part of the deputy, that he will perform faithfully the duties of his office 1st Roll 98. 4th Bac 142.

(1) however, it is usual, for the sheriff to take a bond from the deputy, for the faithful performance of the most usual, remedy for the sheriff, is an action on the bond. He may bring this action immediately on the breach of duty even before a return by the sheriff.

^t The sheriff is ex officio, the keeper of the com. Jail, by the com. Jail, is meant, the Jail required by the comd. in each county.

When, the jailor is a servant of the sheriff (i.e. the jailor of the com. Jail) he is a sort of under sheriff, appointed & removable by the sheriff at pleasure =

(4th Coke 34. 9th id 119.) Rules relating to liab. of sheriff for the official neglect of his dep^t extends to jailors.

And the sheriff has regularly no right, to confine his prisoners in any other than this com. Jail, unless, he is authorised by express statute provision, to

confine them in some other place - It follows that if the sheriff confines his ^{prisoners} in some other place, when not authorised, so, to do by statute, he is liable for false imprisonment - (76 Ott. 202. Latch 16. 1st Sidg 318. 5 Bac 171.)

Sack 200 ff. for he is not confined according to law -

In this state with the exception of Newgate, there is but one jail in each county.

When a sheriff in N. Y. confines a prisoner in the penitentiary, he does it by authority of some express statute.

Sherrifs & Jailors

It follows, from the fact, that the sherriff is keeper of the common Jail, in his county, that a sherriff cannot be imprisoned on any civil process, in his own county: If therefore a sherriff is, ^{so} arrested, the arrest is void: For he being keeper of the jail, cannot of course be imprisoned. Kirby 48. Que. as to County rule. (infra)

This rule does not prevent, a sherriff from being arrested in another county, if he happens to be in such other county. In Kirby 48. it was decided, that if a sherriff was arrested on a civil process, the writ must be null. but J. G. thinks this rule wrong. For a copy is sufficient to hold him to trial. note.

If a sherriff is arrested on criminal process he may be committed to the prison of another county, except to be taken in his own county. This appears to be the rule, by the com. law, tho there is no definite rule on the subject laid down in the books.

3^d Lem 399. Litch 16. 15th Mord 198.

It has been determined in the N.Y. on a ca. sa. by a coroner (as he is the proper officer to arrest him) the coroner must imprison him, in his own (the coroners) house. This rule to me seems very questionable. C. & H. 22.

This rule is as adopted in analogy to the case of a sherriff who makes an arrest, when there is no jail in the county, in which case, he has an authority to constitute his own house, a prison.

But a coroner, has by the com. law, no authority, to make a jail, when there is none. Litch 16. The judges treated it as a new case & held it justified by, the necessity of the case. To me it appears a casus omnis of the C. L. & requires the interference of the Legislature.

Sheriffs & Bailors

But tho' a sheriff at Com Law, cannot be imprisoned in his own county, he may be arrested, but he is entitled to be discharged on com. bail; but this com. bail cannot, to hold him to trial; so that judgement may be obtained against him, as well as if he were not shff. (6th Johns 24) He may then at C. L. be arrested on mesne process & held to nominal bail the consequence is that he may be held to trial. We have no such thing as com. bail so that it w^d seem best not to arrest but the process^d be read to him w^d will answer the purpose.

Liability of the Sheriff for the acts of the Deputy - of holding

As the deputy is but the servant of the sheriff, he is liable in many cases for the official acts or defaults of the deputy - "qui facit per alium, facit per se" wherever the act of the deputy is in law rec^d as the act of the shff. he is liable for it; to the ^{party injured} 9th Coke 98. 2 Lev. 138. 1 Vent 316. 5th case 89. 1st Roll 94.

It is a consequence of this liability of the sheriff, that he is authorized to take securities from his deputies for the faithful discharge of his official duties. - Stiles 18. 4th Bac 444.

As to the extent of this liability, the rule is, that the official acts of the deputies, as as to all civil purposes, the acts of the sheriff; & the official default of the deputy, are "civiliter," the acts of the sheriff.

But the sheriff is not liable "criminally," for the acts or defaults of the deputy. For there is no imputation of the crimes of one person, to another.

The same rule would apply, in the case of an assised servant.

H. 2 L. R. 1574. Doug 52. 2 W. L. R. 154. 1 Vent 187. 1st Vent 238. 6m Jo 330. These acts of the servant w^d are done by the master's command express or implied the master is liable.

Sheriffs & Deputies

But for the private acts of the deputy, i.e. those un-
connected with his official duties, the sheriff is not
liable. Ex gr. Duff. puttissas a libel &c. for in committing
the tort he does not act under colour of his office -
And this corresponds to the rule, between master & servant
that the master is not liable for any private acts committed by
the servant +

Ex R. 175. 1 Leon 146. 1 Roll 94. 4 Bac 442

And in consequence of this latter rule, it has been ^{in an} ~~considered~~
whether if ~~any~~ ^{the} sheriff ~~series~~ ^{series} an execution against A, on
the goods of B the sheriff would be liable for the
mistake of the deputy, for according to some the deputy
did not act officially in doing so - it was a
private act merely.

The rule is now well settled that in all such cases,
the sheriff is liable - For the deputy acts officially, & so
wrongfully - (3 Wils 309. 2 Str R 832. Doug 42. 4 Bac 442.
Atty 27. 2 Ket 352.

It has been decided in this case, that the sheriff is
not only liable, but that he is also liable in an action
'*in tort armis*', this is a departure from the rule in
the case of an officer & servant - in the latter case the
master would be liable only in an action on the con-

(Doug 42. 2 Str R 832. 2 Str 352. May 27.) The maxim *ab igno*
is an artificial one viz that the sheriff & his deputy
are considered in law as but one person (2 Ket 352. 2 Str 834.)
i.e. a legal identity between them. This is not satisfactory -
The only ^{omission} ~~neglect~~ of official duty, on the part of a deputy,
the sheriff, & he only, is liable to the person injured by
the ^{omission} ~~neglect~~ of the deputy - & then the sheriff may sue the
deputy on his implied agreement to pay perform faithfully
the duties of his office - even before he himself is sub-
jected by the party injured - Con. 403. 406. Salk 18. 5 Co. 89.
Exp. Dig. 603. 1 Roll 94. 4 Bac 443.

Sheriffs & Bailors

The reason of this rule is, the deputy not being a known public officer at common law, no process can be issued agt^t him, for the return of the escape is in the name of the shff. so that there would be no record evidence agt^t the deputy. ++

The rule would be the same in case of a neglect of duty by the deputy.

But for positive tort, ^{or misfeasance} committed by a deputy in his office, both he, & the shff are liable to the person injured - as if the under shff should suppress a voluntary escape which suppresses a positive tort or misfeasance - So for a rescue from deff. So for an unlawful arrest. The deff. is liable because the shff may treat him as a mere tortfeasor. The writ is no inducement to the action.

For the party is not bound to enquire by what suppt^r = Secus in authorizing the wrong was committed - The ~~resort~~ ^{remedy} of a person in his official capacity, when sued for a positive tort = if, ion of d. & there the action was against the under shff for em-
bossing a writ, this being a tort, was adjudged to lie against the shff. - Tal 15. Em Dig 603. 115. 765.
Cro Jac. 330. 3 Lev 258. 1 East 106.

For the default, or act of a special deputy, appt^d by the request of the shff, and upon his nomination, the shff is never liable, because this appointment so far as regards the shff, is his own act, & he ought not surely to have a remedy agt^t the shff, for the default of his (the shff's) own agent - but the plaintiff must take the consequence of all his acts (1st JCR 120. Em Dig 607)

In this State however an undersheriff is liable as well for neglect of duty, as ^{for} positive tort, because by our statute he is made a public officer - & here, the writs are generally directed to him in the alternative -

(in Court)

This personal liability of the deputy does not however exempt the sheriff from his liability, but either of them are liable at the election of the injured party.

All these rules laid down regarding a deputy sheriff apply also to the Jailor, and the sheriff is liable for his official acts & defaults - for they are a species of dep^y. If a neg. escape, sh^{eriff} only liable - if a vol. escape both - If after the death of the sh^{eriff} & before a new appointment, prisoners escape from the jail, without any one's assistance, no one is liable - For the death of the sh^{eriff} "ipso facto" destroys the authority of the Jailor - 3 Co. 72. Cro. El. 366. 4 Bac 445. All more powers delegated to another, are revoked by the death of the person creating the power.

And the only remedy, it is s^d, is that of recaption when there is a successor appointed - For the custody of the prisoners becomes his, & it then becomes his duty if possible to retake such prisoners as have escaped - 1 Mod 14. 4 Bac 445.

But suppose in such a case, that the jailor merely detains them in prison i.e. neglects to discharge them, is he (the jailor) ^{if or of false imprisonment} liable? I think not. For not having the custody of them he cannot be obliged to enlarge them, ^{he has no authority to enlarge them.} & merely leaves them in statu quo. or rather all he does is nothing. Were he to take a prisoner "de novo" & commit him during the interregnum he w^d be liable.

Legal auth. & duties of a sh^{eriff}.

By the Eng law the sh^{eriff} is a judicial as well as an executive, & ministerial officer, he holds court within his own bailiwick, & determines causes &c - 1508. 343. 4 Bac 448. 9.

Sheriffs & Justices

In this State his authority is only executive & ministerial & not judicial.

He is regarded in this State only as a ministerial officer & conservator of the peace ^{as an actor} in this latter ~~case~~ he is properly an executive officer.

What is the diff?

A ministerial officer is one who executes the law in obedience to the commands of some superior officer. As a sheriff in executing a writ acts in obedience to the mandate of the court.

An executive officer is one who executes the law without any commands from any superior authority. & without any obedience to any other person, but only in obedience to the law itself.

The President of the U.S. is therefore strictly an executive officer. The Secretary of the State ^{for as} is partly a ministerial & partly an executive officer. The Secy of Dept act in govt in both characters in making his annual rept. of the finances of Union is an executive off.

Now the Sheriff as conservator of the peace, is strictly ^{as he is to do in obedience to the law itself} an executive officer, - and as such is said to be the first executive officer in his county, but more correctly speaking, the highest executive officer of his county. For the Judge or President may be in the same county. 1st Feb 34. 1st Feb 237.

At C. S. he may without warrant, as an executive officer, apprehend & commit ^{or attempt it} to prison all who may break the peace. & may also bind them to the peace, without any authority or warrant. He is also bound to apprehend all traitors ~~infectious~~ & commit them to prison 400. 410. 412. Co. 178. 179. 243

Sheriffs & Bailors

And he is bound ex off. as conserv. of the peace of his Co. to defend it from pub. enemies -

1st B. 343. Co Litt 168. 4. Bac 430

And for these ^{two} purposes he has authority when necessary to command the assistance of the posse comitatus or power of the county. By the posse comitatus is meant in Eng. all male persons above 15. except peers of the Realm. 1st B. 343.

He is in this State empowered by statute to do these acts (in genl) which he is authorized to do by the C.L. and he may command the assistance of all within the limits of his county of age & ability.

By our law also the Constables in ^{respective} their ^{respective} limits have the same power & may command the power of the town. In his town his auth. is concurrent with that of the off.

As a ministerial officer, he is bound to execute all legal process properly directed to him & on his ^{refusal} neglecting to execute such process he is liable at Com Law as an offender ^{for} to imprisonment ~~for~~ a civil action by the pt. injured by the refusal. Plow 74. 1st B. 34. 2nd ga 60 - 4. Bac 449.

He is liable by our law in one instance to an action in ^{damages} in which he is not so liable by the Eng. law - that is notwithstanding he is liable to an action in the case, for not returning writ or a writ whether executed, or not.

In Eng. the remedy is summary one, for the poss. first obtains a writ ^{for the off.} to show cause why he should not return the writ, & if he does not show sufficient cause he then is proceeded agt. by attachment as for a contempt of court, and under this attachment he is

Sheriffs & Bailiffs

amount in damages to the amount of the injury sustained by the individual. Same rule undoubtedly w^o Lord Hale

(20p 446. 2 H. 235. 3. H. 291. Ep^o Dig 616.)

By St. Law 6

And the Sheriff or his Deputy, as a ministerial officer, is to give aid may at Com. Law. Command the posse Comitatus not for the use to arrest him, when resisted, or whenever resistance demanded is suspected, or threatened [4 Bac. 453. They are obliged to assist him when req^d?

He has also the same power in Court, when resistance is threatened or suspected, with the advice however of one a Justice of the Peace, with this advice indeed he may command the militia of the county as an organised body to assist him. & of which he may take the command. This is not allowed at Com. Law. Tit. Sheriff. St. of Com.

The Sheriff or other officer may not break the outer door, or window of the Chftd. dwelling house, to arrest him or to seize his goods; on any civil process whatever. ^{in quest} because every mans house ^{by the C.L.} is considered as his castle & on the principle that it might be exposed to failure & Rottens!!!

this rule has its origin in the feudal customs when every mans house was in reality his castle —

3 Co. 912. Low 1. Cro. El 909. Hob 62 Ep^o Dig 606. Kirby. 383.

It was formerly held however, that where the arrest was made, or goods seized, by breaking the outer door or window of the Chftd. dwelling house, in aid only that the arrest was valid, & that the only consequence was, that the Sheriff was liable only for trespass — 3 Co. 92 B. 5. map. 155. This is not law —

Sheriffs & Sailors

But the modern rule is to discharge the captain and
in a summary way by motion when so arrested.
and this suppresses the execution of the process to be void.
The power of the C^t to discharge on motion is discretionary & if the
def^t has been guilty of any dishonorable conduct the C^t will
not discharge him.

Coopl. 2. 18th T. 825. 2 Bac. 364. 4 at 54. nt.

The consequence then is, that if the party cannot
obtain a discharge in a summary way, he may resort
to this writ of habeas corpus which is strictly jure
cannot be denied him.

what is legally necessary to constitute a Breaching P
now in the ^{Law} of Burglary the lifting of a latch, or
the entry, or rising of a window, where there is no obstruction,
constitutes a Breaching - but as I conceive that there
can enter the mind be a violence used as to some or some further
violation with an intention as a protection, there must be some
at violence & such as will involve a breach of the peace -
& I think will. There is not however any precise rule laid down as to
what will constitute a breach.

This privilege of Parole, is now however considered
most strictly & it is now settled that this privilege
extends as early to the outer door & if he once gains ad-
mission peacefully he may break down any inner
door or other obstruction when necessary - in order to
reach the party or goods concealed - but he
may not on this authority, he must first acquire
a commission & may not break unless refused.

Car 64. 7 C. 62. 263. Esp. Dig 64. 5. - Comb. 17. 327. Car 4.

It is now held that it extends
only to the ^{persons} family & goods of them who reside in
the house, if then a agt. whom a ^{civil} process is issued,
is taken into the house of B - in this case after

Sheriff's & Sailors

a request for a admission by the sheriff. he may on refusal break the outer door to get a admission. 5 Co. 936. 1st Sidn 186. 4 Bac 435. So if 2^d goods are in B's house sheriff under a fi. fa. may enter a'ter 6. 7th. 62.

In deed Cts of Justice in modern times have restr^d with act^d this privilege as far as possible. for such privilege is destroying & viewed with disapprobation by courts of Justice. (Cw 7).

It is all the same extent as in Eng^d.

In criminal process this privilege is not allowed but the sheriff may not do this, even in this case & untill, & immediately he must first make known his business and require admission = (5 Co. 91. 4 Bac 454) It is a priv^d privilege not. must yield to the claims of Pub^l justice.

On a process then to compel the def^t to find surety ^{for} the peace after demand of a admission I represent the sheriff may break down any obstructions to obtain admission, for this is strictly a criminal process being intended as a preventive ag^t the commission of crime 12 Co. 131. 4 Bac 454.

The rule is the same on a process of forcibly entry & detainer where one with high hand expects to find his mansion house. he can't evade the process by shutting himself up into his house

(ib)

Again if one having committed a felony flees into his own house & is pursued either with or without warrant & either by a sheriff or private purs on his house may be broken open if necessary in order to take him. 2 Hawk 189. 4 Bac 455.

This rule supposing that the felony was actually committed & not merely a suspicion that it was committed.

Sheriffs & Tailors

For if merely suspected of felony the fact of lawful
breach or not will depend upon the issue of the trial
If he is not found guilty of felony the person thus
acting without warrant may be subject to indictment -
(6.)

The aid of public justice on a mansion house may be
broken open without warrant to suppress an affray
or to forward one when threatened or expected -

If one who has created an affray is immediately
pursued by an officer without warrant his house may be broken
for the purpose of arresting him

See in all. for pub. jus. 1st Root C. 6 - 4. Bac 456.

In the case of a writ de habere facias possessionem the
the process is strictly civil, the sheriff may break the
outer door to gain admittance if it is denied him -
For the very object of the writ is to deliver the peaceable
exclusive possession of the house to the plaintiff in the
writ - so that the very object of the writ were this
not allowed, would be defeated -

In no other case can this remedy exist - In no other
can it be allowed -

and only to the

4th C. 11. q. 1. B. 11th Bac 455.

in house or in a
sidered -

On civil process the door of a barn or other building
not adjoining the mansion house may lawfully be
broken open when necessary to seize the person of the
owner or his goods - Now in the law of Burglary the
rule is different - 1st Root C. 98. 1st Sid. 186. 4. Bac. 455.

meaning that The rule is the same with regard to a store not ad-
joining the mansion house, it was formerly thought
that in this state that a store could not be broken open
D.

but the practice of breaking open stores when connected from
the dwelling house has been long acquiesced in -

Sheriffs & Bailiffs

If a sheriff or bailiff attending the shff. lawfully enters a mansion house, the shff may forcibly enter if necessary to rescue the bailiff & being in he may arrest the person of the owner or attack his goods - (20 Bac 555. Palm 52. 4 Bac 456. 1 Roll 1135)

And if a person once arrested on a civil process enters into his house the shff may then if necessary break his house to arrest him & this is the rule with regard to all escaping For the right of custody has once attached

Palm 54. 1 Roll 1138. 4 Bac 456.

If a person illegally arrested by the breaking of his outer door or window, of his dwelling house & is afterwards charged while in custody with another process, the arrest under the second is good, unless there was collusion or fraud in making the first arrest.

And if there is any collusion or fraud - arg: 2 B & R 525.

Exp. dig 605.

By the St. 29. Car 2. I had have a similar one here in civil process may be executed on Sunday & if such arrest is made it is void & the party arrested is entitled to a discharge on motion.

The officer in such cases is liable for false imprisonment

2 Lev. 141

Talb 78. 4 Bac. 456. 656.

There has however been much dispute in this state, how great a proportion of the 24 hours should be considered as constituting the St. Sabbath.

But it was settled in the case of Fox & alid that Sunday includes only the daylight of the first day of the week 2 (on R 541). I did not intend to settle any theological question as to holy time

Sherriffs & Jailors

But the St. rule forbidding arrests, extends only to original arrests. But if a Prisoner already arrested, escaped on Sunday, he may be retaken on that day, tho the St. makes no express provision for this case, yet it arises from the construction put upon the Statute -

5 J. B. 25. Sub R 626. G. mod 95. 253. 2 L Ray 1028.

For this act of recapture is only a means of continuing the officers prior custody. The officer has the same right to retake a prisoner as to resist his escape, & he may undoubtedly do this on Sunday -

In case of an illegal arrest on Sunday the court will discharge the prisoner thus arrested on motion, 6th mod 95. But if the Court in its discretion should refuse, if motion be made ^{or if one of the judges in person} he has his remedy by habeas corpus. 6 Mod 41. 5. 91. 2 Bac 457.

Escapes

An escape is an unlawful evasion, of lawful restraint, or custody. So that a persons going at large can never amount to an escape unless the restraint is unlawful.

1. Bac 233. 4th Escape.

When therefore a person, being under lawful arrest, is restrained in his liberty, evades that restraint either violently or privately, or is suffered to go at large before delivered by due course of law, it is deemed an escape & the off. is guilty of an escape 1 Esp 94.

An escape is always a wrong, & the party escaping is always guilty of a wrong either civil or public according to the nature of the process on which he is arrested. - as if the process is a civil one, his escape is a civil wrong, if it is criminal, the escape is a public wrong -

It is essential then to an escape in law, that there be a previous legal arrest (Esp dig 607. 8. 9. (cap 65) - the evasion of an illegal arrest is no escape.

The doctrine of escapes then necessarily includes the law of arrests +

Sheriffs & Jailors

An arrest to be lawful must of course be made in pursuance of some lawful authority—

There may be some cases in which an arrest may be lawful, tho' not made in pursuance of a writ or warrant it and § 4 Bac 455. Ex gr in many crim. cases

For lawful arrests without writ or warrant vide Tit of False imprisonment—where they will be treated at large under that title.

When an arrest is made by virtue of a writ or warrant, the question of legality is at C.S. decided thus: if the court ^{under} from whose authority the writ issued, has jurisdiction of the subject-matter of the ^{process} writ. If then the process itself is regular the arrest is lawful & an evasion of such arrest is an escape. This latter clause I have added to the rule.

Further it is no objection to the legality of a writ that the process is erroneous—For it is not of business of the sheriff to judge whether the action can be supported or not—

3. Wils 884. 4 C. 114. 1 B. 5 Co 64. Stra 509. Esp. dig. 335. 341. 659.

The process is regular & valid

This rule supposes that the mode of making the arrest was lawful, For no process lawful or not will justify an unlawful manner of executing the writ—This rule then goes no further than to the question of authority—

On the other hand if the Court issuing the writ has no jurisdiction of the subject-matter, or if the process is void as being irregular, the ^{under it} arrest is also void. So that

1. The subject matter

in this case there can be no escape. For the off. a. m. night
of K.B. issues to detain him - Ex. D. by subject matter is meant the
ex. in a real cause of action Ex. Eng. Ct. of C.B. issues a crim. capias
ind.

In this State the latter branch of this distinction is
qualified in this manner - that if the defect of
jurisdiction in the court, issuing the process, does not
appear upon the face of the process that the sheriff
is justified in making the arrest. That the arrest itself
may be void. In Eng. this distinction does not obtain.

110. 182

But in regard to the first rule, there is a qualification
if a lawful arrest is made on ~~me~~ process the duty
going at large is no escape provided the duty
appears ^{on the app. day} in Court & put in bail as required by
practice, on the appearance day - This is the Eng. rule.

Under our law the rule is still more literal -
for here if a lawful arrest is made on ~~me~~ process
the duty going at large is no escape provided he
is forthcoming before the return day of the ~~return~~ time
which may be obtained agt him in the suit.

For the only object of arrest on a ~~me~~ an process is in the first
place to have the defendant present in court and to
hold him in readiness to respond to the judgement.

From the rule already laid down that
By the subject matter is meant the thing in complaint
or ground of controversy, &

ex. gra if a real action is brought in the Ct of K.B. that
process is void - or if a criminal action is brought in the
Ct. of Com. Pleas, it is void.

That the court has complete jurisdiction of the subject matter

The rights of Debtors

the process may still be void as being irregular.

If a writ is made returnable to any other term of the court (at which it is returnable) than to the first term of that court to which by law it can be set, the process is irregular and the arrest under it illegal. ^{that the Ct. has jurisdiction of a judgment.} The process is utterly void, not voidable, it is irregular not merely erroneous. 3 Wils 341. Salk 273. Esp. Dig. 608. q. ^{325. q.} Earth 148. 4 Co Bl 148.

Why is the process void and not merely voidable?

If a court can issue lawful process returnable at the second time when it might be returned at the first. there cannot of course be any limit to the rule.

A void or irregular process is a nullity from the beginning. Erroneous or voidable processes are good until & unless it is avoided in due course of law. An arrest made under an erroneous process, is justifiable in the Sheriff. ^{infra} &

In the application of the ^{first} distinction I have to observe that in this state ~~the~~ process does not ordinarily issue from the court at which it is returnable, but in almost all cases it is issued by a single magistrate or by two a justice therefore the general rule of the C. L. will not possibly apply in our practice.

As to ~~the~~ process the rule in Con. should be thus expressed if the process is issued by competent authority, & made returnable to a court having jurisdiction of the subject matter, that process, (assuming it to be lawful) is lawful & an arrest under it, is also lawful.

So as if the process is issued by incompetent authority, or returnable to a court which has no jurisdiction of the subject matter, the process is unlawful & the arrest under it is necessarily unlawful.

~~Supra~~ - second, if the process be irregular

Sheriff's Duties

At Com. Law. an officer having made an arrest on final process cannot delegate to any stranger his right of custody, but this delivery of the custody of the prisoner is an escape in law, & the party who on such obtaining him is guilty of false imprisonment & so is the sheriff. 1 Bos & P 244

The technical reason of this rule is that the prisoner in the hands of a third person is not regarded as in the custody of the law, i.e. not in the custody of lawful authority for the sheriff cannot delegate his authority — The rule may also be founded upon the extreme rigor with which the law looks upon all restraint upon liberty —

It is very common in this State however for an officer after having made an arrest to commit his prisoner to the custody of a third person. It is a matter of doubt what a court would do if an officer were sued for false imprisonment in such a case.

2 The second requisite to an arrest in law is, it must be an actual arrest, and words then will never amount to an arrest, to make an arrest there must be an actual touching of the person of the one who is arrested, and that is tantamount to a touching of his person, as if the off. says I arrest you, and requires the deft. to follow him, the submission of the deft. is tantamount to an actual touching of his person — Esp. dig 604. Sal 79. 586. 1 Bos & P 62. So that there must be an actual touching or what is tantamount, a power of taking immediate possession of the body and the party's submission thereto.

2 Bos 236.

Theriffs & Jailors

If one is arrested at the suit of a Justice in the County, and a writ of arrest in B^e favor against him is returned into the hands of the sheriff in this case, the sheriff is by construction of law immediately in custody on both writs without the formality of touching the person of the sheriff on the second writ.

3 Co 89. Salk 337. 2 Bac. Escape. P 236. If he goes at large before due course of law sheriff is guilty of an escape on both writs.

But I conceive that this rule holds only to its full extent, when the second writ is a *ca. sa.* which charges only the person of the sheriff. For if the sheriff charges the goods as well as the body, the sheriff may not choose to take the body on the 2^d writ. He may, as to the 1st writ.

Part of the requisite to an arrest is, that it must be regularly, (i.e. legally, made; & if not, there can be no escape.

Thus, in all civil cases the arrest must be by a writ or warrant. Cowp. 64. Esp. Dig 604 2 Bac 236. Verbal authority is not sufficient.

The arrest to be regular must be made by the authority of the officer to whom the process is directed. This rule requires no more, than that the person to whom it is directed make the arrest in person, or by being in company with a follower, or a servant, who makes the arrest.

But by being in company is not meant that the officer should be in sight of the servant at the time of arrest made, it is sufficient that he be near him pursuant of the same object. (Cowp 65. Esp. Dig 604. Comd 211.) This is indispensable. Exgr. Sheriff watches on one side while his servant makes the arrest on the other side this is suff^t.

Sheriffs & Bailiffs

An arrest made on Sunday in a civil suit is not regular. Of course if the shff. in this case, permits the prisoner to go at large, it does not amount to an escape in the office. 6 mod 95. The case is the same where an original arrest is made by unlawfully breaking the outer door, or window of the defts dwelling house. (Car 9 - Sal 78. 84. 2. 505. 2 Bac. ab. Bep.) The sooner the deft is discharged the better for the shff.

It may be objected that as the motion for a discharge from the arrest is discretionary with the court, the off. would not be warranted in discharging his prisoner: but the arrest being unlawful every moment's detention under it is a continuation of false imprisonment.

If an off. with a power for arrest has an opportunity to arrest the deft. and neglects to do it, & in consequence of this neglect the deft. ultimately wades the power the off. is liable ^{in an action on the case} for a neglect of duty in not making the arrest. & not for suffering an escape. 2 Mod 23. 4. 10 it. 2515. L. Ray 331. 1 Day 128

If an off. exercising a genl authority makes an arrest he is not bound to show his authority, writ, power, or warrant, before he makes the arrest, or shows the the goods, even tho the deft. requires him to do it.

For every shff. and his deputy is presumed to be known to every inhabitant of his county, as a public off. Still after the arrest & within a reasonable time he must show his authority. (9 Co 69. Cro Jac 485. 82 B. 187. 84 D. 604) On the other hand where a bailiff, or a spec. deputy, makes an arrest, he must, if required, show his authority before he makes the arrest, & if on being required he does not produce his authority, the deft. may use any violence that is necessary to free himself from the arrest made or about to be made.

Theriffs & Jailors

But if the sheriff is not dim and he med not volunteer to
disown his process - 9 Co 69. 100 Pac 485. 87 dig 604. 8 JOR
187. 4 Pac 482.

Escapes in law are of two kinds, voluntary & negligent.
3 Co 52. 3 Bl C 415.

A voluntary escape is one which takes place, with
the consent of the off: having the custody of the
prisoner

A negligent escape is one which happens without
the consent of the off: having the custody of the prisoner -
100 Pac 482. 3 Bl C 415.

Every person ^{lawfully} committed to prison is to
be kept in safe & close custody till delivered by
due course of law - If then the off: permits
the prisoner to leave the ^{limits of the} prison yard, but for a
moment he is guilty of an escape. For the law
will not distinguish between diff: periods of time during
wh. escap^e continues 3 Co 44. 1 Roll 86. 3 Bl C 415. Plow 36. 100 Pac 482.

But by close custody is not necessarily meant
custody within the walls of the prison, but a party
is deemed to be in custody so long as he continues
within the limits of the prison for the yard is
deemed a part of the prison - ^{salva et arcta custodia}

Voluntary Escapes -

If a sheriff admits to bail a prisoner not bailable
by law, he is guilty of a voluntary escape, or if he
consents to the prisoner's going at large even for a
moment without the limits of the prison tho' he be
attended by a keeper he is still guilty of a volun-
tary escape - 3 Co 44. 1 Roll 806. Plow 36. 2 Pac 237.

This is permitting him to go at large with lawful au-
thority.

Prisoners - Prison

Where a prisoner has been actually committed to prison, this rule holds whatever may be the nature of the process, whether one or final.

And if a prisoner is merely arrested on execution or final process, the rule committed to prison the rule is the same 2 J.R. 176. 1 Bos & P 26.

For where one is ^{arrested} committed on execution the ^{arrest} intent is intended as the coercive means to obtain satisfaction & the law will not permit the off. to relax the coercion.

Prisoners committed on criminal process are to be confined within the walls of the prison - those who are committed on civil process may when procuring security to save the shff. trouble, be admitted ^{at his discretion} to the liberties of the prison yard - Secus as it is made 2 J.R. 126. 131. to criminal ^{off's duty to enlarge}

It has been once decided ^{that where a prisoner} in Eng. as committed is brought before a court of competent jurisdiction on a habeas corpus, ad testificandum - ^{bringing him up} the shff. is liable as for a voluntary escape (1 Sid. 13. 2 Bac 238. 9.) This rule is manifestly unjust - & is not now the law (B.N.P. 72. 1st Robt 72. 14th 137.)

If an off. who brings out a prisoner on a writ of habeas corpus ad testificandum & gives the prisoner unreasonably - ^{as to time, or distance} - any liberties, he is then guilty of a voluntary escape. But the shff. must bring his prisoner to court within a reasonable time & by the most convenient route - as where the (2nd R. 241. 399. 788. 3 Tab. 305. 6 mod 78. & Car 14) shff. gave the prisoner an airing of 60 miles. The case is -

Where is a Bailor

If an off. makes an arrest on final process he must commit his prisoner to his jail or prison, within what is called a reasonable time or he is guilty of a voluntary escape. He must not permit his prisoner to go at large with the keeper, & must not take his word that he will surrender himself in an hour, day &c.

1st Bos. P.D. 2. J.R. 176.

For commitment or custody is meant as a coercive means of obtaining satisfaction.

A shff. has no right to discharge a prisoner committed on execution even on payment ^{to himself} of the contents of the execution. If he does he is guilty of a voluntary escape. For the shff. or jailor is not the attorney of the plff. nor his agent in collecting the amount of the execution after commitment. Having com. the prisoner, ^{he} is as to the ex^e functioning officer. This rule S.G. supposes is not held in Court. For a same execution issued by two persons can be paid. The same may be made by two. Co. Pl. 404. 1st Mod. 494. 8 id. 225. 366. 2 Bac. 248. 14 East 468. L. Ray. 399. 12 mod 214. Even if the shff. was himself the off. who held the writ or execution on which the prisoner was committed. For on commitment he becomes

If the plff. in the execution accepts the money thus paid before action but for an escape he cannot afterwards sue the shff. it. This is a waiver of his right of action.

If an execution which attaches the body only of the debt as on a c.a.s.a. the shff. having merely arrested the debt. discharges him upon receiving the full amount of the execution. he is guilty of a voluntary escape. For he has no right to receive the money the money on a c.a.s.a. tho' he has on a fi fa.

The same qualification obtains here as in the former rule if the plff. accepts the money &c. 14 East 468. L. Ray 399. 12 mod 214. This last rule can't obtain in our law we have no such writ springing from the person only of debt in civil actions but ex^{pr} go to the goods person & real estate of the debtor.

Mariners & Sailors

If a ship's master a woman committed to prison he is ipso facto guilty of a voluntary escape because he is bound to discharge her he can't be the Sailor of his own wife.

Flow 17 2 Bac 239. Sec 233

If a ship's apprentice, one of his prisoners turn away of the prison the ipso facto renounces the custody of his prisoner & is guilty of a voluntary escape guard that prisoner.

Hardship 311. Wh. dig 608.

If a prisoner having the liberties of the prison yard manifests a disposition to escape as by, towns gaping the limits of the prison yard & returning - it is the duty of the ~~ship~~ ^{prison} on notice of that fact to commit

he escapes. him to the walls & if he does not any out of bounds. ^{where} the fact of going of the prison limits will be a vol. escape ^{own to the}

But he is guilty of a neg. escape only 2 J.R. 121. 1 Root 106. 127. 8.

But a ship's is not bound by the com law to grant the liberty of the prison yard, in any case whatever, even upon a bond & ample securities being tendered him - but he may lawfully admit one committed on a civil process to the liberties of the yard & if the prisoner then escapes, the ship is guilty only of a negligent escape & if objected by the ship, he has an indemnity agt. the clerks & men 2 J.R. 131.

And after he has granted the liberties of the yard he may, so & the that permission at will & confine the prisoner within the walls (it) with a signing any ^{it is not here a mere matter of discretion with the ship} apprehending occasion must be qualified under our law

But by a recent statute law of this State the ^{point with} a prisoner's ship is bound to allow this indulgence, whenever the limits of the security is given or extended to him - provided on day fact the prisoner is committed on civil process -

County Court & in this State have authority to order into close confinement a prisoner committed on civil process

Prerogative & Jailers

unless the prerogative is proved from the Sup. Ct. in this case
the Sup. Ct. has the same power

Negligent Escapes

Negligent escapes are such as happen without the privity
or consent of the officer

If then a person lawfully arrested, evades his restraint,
by fleeing from the off. ^{the use of} by violence, the escape is
negligent. Or dead an escape by any means what-
ever without the consent of the off. it is a negligent
escape. as an escape by rescue - 3 Br 416. (or Pac 419.
or an escape from a wall. In? as to an escape from the
walls in Court, the goal belonging to the County
(C. 11)

And when an officer's escape is not an off.
his indictment on the writ as non est. It is suff. evidence
that the writ was delivered to him. (Cor. 63 65.

Distinction between escapes on maine & final process & an imp.
There is a very natural diff. in the consequence of
an escape on maine & on final process. If
a person arrested on a final process tho' not actually
committed to prison, is allowed to go at large, but
for a moment the off. of a voluntary escape.

2 Br 172. 3 Br 415. Esp. Aug 605. 6.

and if a shff. having made an arrest on a final
process, permits the prisoner to go at large on
security given that he will surrender himself on
a given day - the shff. ipso facto is guilty of
voluntary escape. & the security given to the shff.
is illegal & void - and if the prisoner is afterwards surren-
dered on the security, and the shff. commits him he is guilty
of false imprisonment. The arrest is intended as For-
feiture

Sherris & Tailors

For after the sherr has been guilty of a voluntary escape he has no right to make an arrest again on the same process - 2 J & B 172 & 184.

It has however been long ago decided that such a bond law he might give by the cl^t as security is good (2 Roll 133) but this is an old case & no decision should a not probably now be considered as law.

period But at Law a person arrested on mesne process & not committed to prison may be allowed to go at large without subjecting the off. if he is forthcoming to return a judgment, or on the return day of the writ & in this State if he be forthcoming before the return day of the ex^r, which may be recovered ag^t him. Kirby 434. 2 H & C 1049. 3 B & C. 415. 2 J & B 172. 5 d 37 2 Wils 295. Kirby 209. 882 Sack 408.

But if he is not thus forthcoming the off. then is immediately liable ^{in an action on the case - neg.} as for an escape but he is not liable before the expiration of that time, or that the question whether an escape or not, depends upon some event subsequent to his enlargement -

2 Bac. Escape D240. On R. 623. 652. 868. 2 Wils 294 Bp dig 609

It is neg. not vol. a vol. escape must be complete at the time of the orig. enlargement. it can't be made ^{ex post facto} by an after

But if a person arrested on mesne process is once committed to prison, allowing him to go at large for a moment the off. is guilty of an escape. For when once committed to prison he is to be kept salva et de clā custodia. The law has already allowed the prisoner his opportunity for obtaining bail (2 Wils 294 1 Roll 807. Exp. dig 610 Sack 271). He must always have this opportunity - but it is now past.

We have however a St. requiring the officer to take bail even after commitment on mesne process -

Thompson v. Sullivan

When the plaintiff proceeds to judgment against the defendant in the process, this does not amount to a waiver of his right of action against the sheriff for the escape. For the sheriff has done a wrong, & the plaintiff is supposed to have received an injury. (2 Wils 294.)

There is by st. Law a similar provision in Eng. 23. Hen. 6. auth: sheriff to enlarge after 40th of the 15th Ed. 1. Bac 275. If an arrested or menue process escapes without the fault of the sheriff, the sheriff has a remedy against him in an action on the case, & the plaintiff's remedy against the sheriff is trippled in the case also. & in this 9. Bac 245.

But in this case the claim is to be recovered against the sheriff is presumptive & the plaintiff cannot recover unless he proves a legal claim or right to recover against the party escaping. And the escape being on menue process the damages are not ascertained. 2 Wils 295. 2 Wils 129. 2 Lev 85. 4th Ed 611. 5th 40. 1. 2 Wils 895. 2 Wils 169. Pea. Cas 55. Ed orig 609.

Injuria
damna

In one case of the kind, can the plaintiff recover in his process recover against the sheriff more than he might have recovered against the defendant in the process. For the amount of his claim and against the party escaping is the whole amount of his damages. 1 John R 215.

However in the plaintiff's action against the sheriff for an escape. an acknowledgement by the party of escaping of his indebtedness or liability to the plaintiff is good evidence against the sheriff. 1 Ed R 169. Pea R 65. 6th Ed 436.

The principle of this rule of evidence is, in the plaintiff's action against the party escaping himself this acknowledgement would be good as against the party escaping. But

Theriac & Doctrs

But as by the fault of ^{the} ship the M^{rs}. has lost this opportunity to take
a discharge of ^{the} acknowledgment ag^t the M^{rs}. (escaping) he ought therefore
to be allowed of a discharge of it ag^t the ship.

For an escape on final process the juff has his election of two remedies agt. the shff. (1. to wit.) an action on the case, or by the Stat. of Merton 2^d & 1st Rich^d. 2^d he has an action of debt agt. the shff. For by an escape on final process the liquidated debt i.e. the judgement is transferred from the party escaping to the shff.

These Statute are *prima facie* the law of this country ~~and~~
is of course binding when there is no Statute law to the contrary -

976 BL 116. 13. 27 R 129. 132. 15153. Exp. Aug 203.

Now the State extend arrest to escape ^{on final process} before commitment, as afterwards, If then on arrest upon final process the debt escapes before commitment the plaintiff under these Stat. has still his actn of debt agt. the debt.

But there is this difference between the two actions if the debt jump off's action is case, he sues for presumptive damages - & it gives the jury may give what damages they please, not exceeding the amt. of the debt however the jump claim agt the original defendant - where the debt is consid. as transf. to off. 25 R 129. Est. dig. 609. Bac. at use. f.

2hc 21048. It follows from the rule last advanced that the party escaping is a complicit witness ag^t the staff in this death on the case because a judgment ag^t the staff does not discharge the capt^{ve} or party escaping of his debt. *Stark* 131. 2. *Trask* R 124. 27 R 129. If a recovery on this action

It is laid down in the books that the action is a
 2 J. 129. ^{in an action of case} Good = If the jury give special damages only in
 2 W. 295. the action agt the debt: the debt has still his remedy
 B. & P. 690. agt the party escaping - this would seem to imply that
 Esp. dig 611. if the debt does recover the whole amt of his debt - he then
 31 40-1 would not have this action agt the party escaping -

Therrell's S. Sailors

I conceive that if the jury should app^r the whole clam-
-aged ag^t the sh^{ff}: he could still recover ag^t the escaper
This is presupposed by admitting the escaper as a
witness to subject the sh^{ff}. Damages are not given for the debt but
Further I take the reason to be this: the actn ag^t the sh^{ff} of the
the sh^{ff} is not for the same cause as the action ag^t of the 1st actn
the original debt and the rule of damages in the two
cases is altogether diff^t (5 J R 401. Peake's Rep^t 124 Peake's
R 172. 3^d Bp L 208. 1 Day 22. 2 J R 129.

But if the p^lff in the original suit brings debt
ag^t the sh^{ff}: in virtue of these ancient statutes the
jury must give the whole sum in damages ag^t
the sh^{ff}: i.e. the whole amt. of debt & costs in the first
action. If they do not a new trial may be obtained.

2 J R 126. 129 132. 3 B L 1048. 1 Bp dig 609

And this recovery of debt ag^t the sh^{ff}: is a bar to the
p^lff action ag^t the original debtor for where the cause
of action is the same in both cases. in short when the
the p^lff recovers ag^t the sh^{ff}: he recovers the original
debt transferred from the original debt to the sh^{ff}

It is in this act I conclude that the p^lff.

If a person arrested on mesne process & before com. our station
militant is rescued the sh^{ff} stands exonerated by law - that if the
debt is arrested on final process this then liable is guilty of

3 J R 416 An Act 419. An Act 873. Bp dig 618 escape the

Our books say that where the sh^{ff}. arrests on final must app^r
process he ought to have sufficient force with him then debt
or that he is supposed to have time to raise the ^{amount of} the orig. debt
prope commitments - This is the only reason ever assigned ^{del.}
tho' by no means a satisfactory one - 3 B L 423

Whereas Shall

But after a person is arrested on mesne process & is committed, rescue is no excuse for the sheriff, unless made by King's enemies. For he is supposed to have always sufficient force to guard his prison & rescue by insurgents, trusting to his no excuse. 1 Pol 808. 11 Co 842. 1 Ed 610. The rule is the same where the arrest is on final process whether the prisoner is committed or not. (ib). -

That the original plaintiff may maintain his action against the rescuer, whether the arrest was on mesne or final process. For he is in no fault. They are wrong doers at all events. Bro Pac 486. (see also 109. Holt 180. 7 Holt 98. -) And where the sheriff is liable for a rescue as on final process the plaintiff in the process may have his action either against the sheriff or the rescuer. But as I conceive if the plaintiff commences his action against the rescuer, he ipso facto waives his right of action against the sheriff. I take this to be a just rule. For if the plaintiff elects to sue the rescuer, he thereby induces the sheriff, to believe he does not intend to

prosecute an - resort to him so that he will not take the precaution to

his negligence. The form of action against the rescuer it is laid down by

make usant. 3 Holt that the plaintiff may maintain his action

or case against the sheriff. Holt 180. Bro Pac 486. If he can it would be in violation of all analogy - case as I conceive is the only remedy which the plaintiff can properly have against the rescuer. For there is no trespass in the body sufficient to warrant trespass - the damage too is merely consequential, not direct. - The act of violence is not per se an injury to the plaintiff.

In an action of damages jury may award either the whole or only a part of the orig. demand & here it is to be observed that if they award only a part, the plaintiff may proceed to sue for the escaping. This I conceive he may do whatever may be the amount of damages awarded by the rescuer.

Sherris & Shilons

for similar reasons as those in the case of the Stb

Est 2657. 659- 511 Bader. 189

The act for an escape on misnomer process his off. return of conceive only
rescue is sufficient of the fact of rescue it is concluded that he is not
he is deft because the C. d. never punishes an off. act of any party (insert here)
off. ^{to be called in question} except by a proceeding instituted for that purpose. (all unlawful acts inflict
Lent 781. 1 Kent 224 2 St. 175 Lent 295 The may sue the Stb in an ad.

Deft in the consequences of an escape which is voluntary case for a ta
from a negligent escape

It was formerly held that in case of a voluntary escape
the party escaping was absolutely discharged and dear in the
the whole liability devolved upon the Stb. This rule state in a
seems to have been intended to free the party to take action pro
remedy wth the Stb. Holt 202. 2 Bac. escape 309. Stb London

This however is not now law. It is well settled up a prison
at this day that if the escape was on final pro appearance of Stb
the Stb may have a new action of debt ag^t the party escaping. at com law. or a scire facias as
the party escaping. Holt 60. 1 Sid 330. 2 Mod 136. Stb 482 Exp^t
1 Kent 4. 2 69. 73 St. 669.

Indeed it is also said, that the Stb may revoke arrest as com
the party on the original execution notwithstanding nothing except
the indorsement upon it. 3 Br. P. 69. Exp dig 611.

But by the Eng. Stat. 9. 10. Wm 3. the Stb, in the
Expⁿ, may obtain a new exⁿ on the original judg^t fine without
without a scire facias so that the Stb at this day by act of Stb
has his election of a number sum dis.

3 Br. 415. 2 Bac 241. (this is a modern stat)

five in London
of Legislature must make
a stat exemption
because of Stb
of Gordon's int spec a
Stb

Where the Bailor

and where a voluntary escape, on mesne process, the
pless may retake the party escaping on an escape-
warrant 3 Coke 526. 2 Mod 295. Esp dig 611. Whereby
the off. may retake. There can be no actⁿ of debt or judgment
or satisfaction for there is no judgment.
But the off. permitting the voluntary escape can
never retake the party, or have any indemnity vs.
him as he is party to the crime. 3 Co 52. 2 J R 176.
3 Br 415. Ex parte male non contra actⁿ 1 Sid 330.

And if the off. should afterwards retake, he is guilty
of false imprisonment. in detaining him a prisoner
(1 Vent 269. 2 J R 176. he entitled to a discharge Carter 212.)

See also off. E.

And a bond given to save the off. harmless ag^t
the consq. of a voluntary escape is void, as is law.
For the object of it is to encourage an unlawful
act. 1 Pow Con 196. 7. 10 Co 100. 6. 2 Bulst 213.

But the pless in the process may retake the
party escaping, even tho' he has recovered the
sum vs the jailor or off. - Provided (say Esp)
the sum recovered vs the off. is less than
the original demand vs the debt in the process.

This qualification I think incorrect & calculated
to mislead - (vide ante. 3 Br 69. Esp dig 611.
not debt vs

off.

According to my view - I conceive that the
pless may always recover of the jailor, and retake
him - except where the debt is recovered of the
off. in an action of debt, under the Stat^s Westm 2
& 1 Rich 2. His then deemed to have recovered the debt specif-
ically the orig. debt.

Sheriffs & Bailors

In a negligent escape the shff. or officer from whom the out. isented may have a recovery ^{in actⁿ on the case} agt. the party escaping by way of indemnity or may retake him for he is not in fault - (60 Et 234. 3 lo 52. B. Edw 6 R. 13) He must be confined in case in w^{ch} the shff is liable over to the det. in the process -

And if the shff has taken a bond that the party arrested shall remain a true prisoner he may recover on that bond for a negligent escape.

1 Ro 6 151

But a shff's bailiff cannot at com. law recover if the party escaping where he has made an arrest even tho he has been subjected by the shff. -

For the bailiff is a mere servant and not at law liable to the shff in the process nor to the shff. - And whenever he is liable to the shff it is by virtue of some bond or security given for his faithful performance - 60 Ro Jac 249. Edw 6 R. 13. 1 Ro 245. A bailiff is a person authorised by the shff. to make an arrest within y^e limits of his hundred.

If then a bailiff has contracted to indemnify a shff. v^s any escape and a negligent escape is made from the bailiff he is then in the situation of one who has voluntarily contracted to indemnify one from the wrong of a third person - and he can now recover v^s the third person by whose wrong he is now subjected This w^d. introduce utter confusion into society.

It has been decided in this state that a party escaping may be retaken on an escape warrant in a neighboring state - the process in this case must of course be none - For an escape warrant issues in such cases only

Sheriffs & Jailors

But the principle of this rule, is the personal lien which the shff has acquired in the person of the party escaping! Root 107.

If a person on a criminal prosecution escapes, he is punishable by fine & imprisonment as for a misdemeanor. & if he breaks prison he is guilty of felony. This is undoubtedly the rule of the common law, but is never put in practice 4 Bt 129. 30. 2 Hawk. 122. 86.

An officer who after arresting a felon suffers a negligent escape, he is punishable by fine &c.

But for a voluntary escape the shff is liable as the felon is, as an accessory after the fact. 1 Hale Pl. 590. 2 Hawk. 134. 4 Bt 130.

But the shff is not punishable as an accessory to the felony even now be punished till the principal felon has been first convicted of the felony. As his guilt is but presumption is the only legal evidence of that fact. But before conviction of the principal felon, the shff the principal may be punished as for a misdemeanor at C.L. in having permitted one arrested on crim. process to escape 4 Bt 130. He is a principal so far as regards the misdemeanor.

Where for a negligent escape the shff has been compelled to pay the debt due from the escaper, he may recover in indemnifying a pt. agt. the party escaping for so much money paid, laid out, & expensed on his escape. Rule 462. and the same rule has been held to pay the where the jailor or deputy were guilty of a voluntary escape the shff may have this action. Esp. p. 612.

to this act

indemnity The legal criminality of one person is not imputable to another by fiction.

Sheriffs & Sailors

It is now held that if the deputy S.C. suffers a voluntary escape, and the shff is compelled to pray he can maintain no action against the party escaping. 2d Kent 211.

Es. C. 612

Peate call 6. 1st 15. 27th 174-6.

If after a negligent escape the shff. recaptures the party on fresh suit before any action brought is him for the escape, by the shff. in the process - this recapture will discharge him from the shff's claim - there is however no need of the words "fresh suit" in the rule - for if taken before action brought by the shff it is sufft.

10th 106 Es. dig 611. 1st 908. 3d 44. 52. 2 JOR 126. 1 Kent 211.

But if the action for negligent escape before recapture - a subsequent recapture will not discharge - For the original shff by bringing his action when there was a complete right of action this inchoate right to recover cannot be defeated by any subsequent act of the shff. 6th 657. 1st 873. 6th 656. 7. 3d 44. 52. Es. dig 611.

And as recapture before suit brought discharges the shff. so will a voluntary return of the escaper discharge him. For it is not material to the shff by what means he is again brought into custody 2 JOR 126. Com 52 554. 1 B & P 413.

But in the case of voluntary or consent recapture before suit brought is no discharge of the shff. This follows from the rule that the shff has no right after such escape suffered to detain the escaper.

And also a personal pledge on a voluntarily ^{or suspended} discharged is gone forever so therefore a personal lien by the shff is gone.

3d 52. B. Es. dig 611. 2.

Sheriff's Jailors.

In case of a voluntary escape a voluntary return of the escaper will not avail him (the shff).

^{The shff.}
may for his effect in & of the shff & have a recaption in & have
recapitulate

^{the shff.}
after a negligent escape the shff in the process discharge
action
for the neg. the escaper, the jailor cannot detain the prisoner
escape.

^{It is his duty for his fees.}
that if there had been no escape the
for they are always a lien upon the person of the prisoner
Keb. 99 jailor might retain him till the fees were paid.

For the jailor is deemed guilty of neglect & this occasions a forfeiture of his claim to fees.

11th 905. Esh dig. 607. 11.

On a negligent escape by a person having the liberties of the jail yard all the rules laid down regarding negligent escapes apply - for they are not confined to escaping from the prison walls.

1 Root 106. 7.

yet in such a case the shff may recover nominal damages on the bond of indemnity, tho' the party has been retaken or returned into custody before any action is brought by the shff. For here is a bond given the condition of which is broken. 1 Root 127.

But where there is such an escape the shff holding a bond of indemnity is not obliged to receive the prisoner voluntarily returning into custody. tho' he may do it if he chooses. From the moment of the escape the bondsmen become (as the phrase is) fixed. 1 Root 128.

So he may recover on this bond even after his own liability to the shff is barred by the Stat of Limit. but in such cases he will only recover but nominal damages (1 Root 132) Pen. & rec. by Stat is 2yrs for an escape

Sheriffs & Jailors

Under a count for a voluntary escape the plaintiff may give in evidence a negligent escape and this will support if the escape is actually vol.

So on the other hand on a count for a voluntary escape the defendant may plead any defence that would be good in case of a negligent escape & without denying that the escape was voluntary -

(1 Kent 211. 2 J R 126.) How then is the plaintiff to avail himself of this distinction between a voluntary & negligent escape? He must make a verdict of a voluntary escape 1 Kent 217 & 2 J R 126. It is a verdict of a voluntary escape 1 Kent 217 & 2 J R 126. It is a verdict of a voluntary escape 1 Kent 217 & 2 J R 126.

Both y^e Sheriff & his Deputy are liable for a vol. escape suffered by y^e Deputy. Hence Conf 403. Expressly in the declaration.

If the party injured by the escape brings his action against the deputy the sheriff will be discharged this is a mere dictum but appears rational on principle. Ask 612.

If upon an action brought by the sheriff for an escape in final process before a plea pleaded, the original judgment is the party escaping is reversed the sheriff may appeal the action is himself by pleading original judgment & escape but tied record to the original for the record being destroyed by the reversal, of course there is no judgment or cause of action is the sheriff 2 Bac. 240. 248.

But after judgment & execution have gone vs. the sheriff for the escape, if the original judgment is reversed the judgment vs. the sheriff will still be valid. the reversal of the one does not vacate the other.

8 Co 142 R. Hobbs 209. 3 Mod 320. + + + 3 Salk 272. 3 Salk 284. 2. 81. 9. 11. 146

The sheriff in this case would doubtless have relief by writ of "audita querela" 8 Co 143 b. Bac abq. And Durr.

But if y^e Sheriff has satisfied y^e judgment then y^e original judgment is reversed y^e Sheriff's relief is in Eq.

Sheriffs & Jailors

At vol. escape occasions a fault of the office by him
in ~~not~~ ^{not} ~~fault~~ ^{fault} ~~he~~ ^{he} ~~suffered~~ ^{suffered} - Seas for a negligent escape
demands - Salk 272. 3 Lev 288. 2 St. 81. 3 mod 146. 2 Bad 240.

By the com. law it is the duty of the shff to furnish
^{enough} a jail for his county and if a prisoner escapes from
it thro' its ^{own} inefficiency the shff is liable 1 Co 842.
1 Roll 808. Str 402. Ch D. 610

In this State it is... the duty of the county &
done by the act of the shff to erect & keep in repair the jail of
magist-
ratus of the county - so that here the county & not the shff
County
do have an would be liable for an escape thro' the ^{more on} inefficiency
then by
by law to keep the county jail - 1 Roll 450 &
a tax
for prison in this State only nominal damages are given by
the com.
County & C. the county to a person suffering from an escape thro' ^{negligence}
if negligence is responsible for any injury if not separable
by petition or the insufficiency of the jail - Rist 318. 1 Roll 155. 158.
one
negligent inst 275. 357. 450. 505. 2 Roll 30.
by
action & law This mode of meeting the claim is plainly but an
before C. C. asson of the law & does in effect tend to exempt
him his title the com in all cases
et

Miscellaneous Rules

If a shff makes a false return he is liable to
an escape (or action on the case, to the party injured ^{by} such
and apostrophe of the return, as if the shff returns due service when
or an insuff service
it being itself there is no service the deft may sue him -
to be liable for the return. (1 Wills 336. Co D. 615. &

196 2 Roll 195 So if the shff makes a false return as non est
on a q. ad. on a tr. fa.
ent. deft. in ventus or nulla bona - when he might have
it at all the form a one or the other but this case the plff may be
by pleading
inty of the
so that the
than the plff
and the mag
the action.

Exp orig 615. Str 650. Bro 2729.

Sheriff's & Sailors

If one of the sheriff or a false return the debt may falsify that return on a plea in abatement and then have his action vs the sheriff

Now by the com law a return cannot be falsified by a plea in abatement & only by a special act writ for the express purpose. And Tit Pleadings

If a creditor vol. discharges from custody a debt taken on exm whether committed or not. the creditor cannot afterwards take the debt on the judgment or execution they are both discharged by the discharge of the debt. 4 Burr 2482. 1 St 653. 8 J.R. 123. 7 Do 42. 6 St 525. 1 St 557. Chit B182.

The reason a pledge is that the body when taken on exm is for the time being considered as a complete satisfaction of the debt & as this is the highest remedy known to the law. Therefore if the creditor in exm discharges the debt he must enter a new bond or promise to pay the debt - the by it rule is the same - i.e. the judgment debt & exm are discharged - debt will not lie on it

But the creditor may sue him on the new promise or bond - for there is a good consideration for it i.e. extinguishment of the judgment debt - this is however his only remedy.

It was 12 Part 243.

And if the new security thus entered into should be defeated for want of assent - the rule is the same - & the sheriff has then no remedy for his debt (1 J.R. 557. 6 St 525.)

And if the sheriff in exm discharges the debt taken in exm upon the debt giving a bond that he will surrender himself in exm on a given day this bond is void & the debt is discharged.

For the bond is that debt shall be falsely imprisoned - 2 East 243. 1 B & P. 242.

Shroffs & Tailors

Our Courts have decided that this bond is good & doubtful whether it would now be considered. 2 Root 133.
If two joint debtors are taken in ex^{te} a release of either of them by the plaintiff in ex^{te} is a release of them both. Thus the discharge of one is a discharge of all that he owes - and in the case of joint debtors each are bound to pay the whole so that a discharge of one discharges the whole debt - & if not he may have an act for false imprisonment 11 East 93. 1st 574. 2 Ray 690. ^{Pal 574} 6 Cr 517.
It was formerly decided that if a sole debt imprisoned in ex^{te} died in prison that the whole judgment debt was discharged (1 Root 52. 6 Cr 850. 6 Cr 136. 143. on the point that the plaintiff having elected his highest remedy sh^d be b^d by it.
It is now declared & explained & enacted by the Stat 21 Jac 1. that where the plaintiff in ex^{te} may sue out a new ex^{te} on the death of the debtor in prison as if the goods & effects of the deceased debtor as if they had not been taken in ex^{te}. (2 Bac 354 Hist 183.) Parliamentary declaration that the former rule now was Law

If one of two joint debtors should die in prison it was held before this Stat that the other was not discharged and this was undoubtedly in the spirit of the Stat. - This Stat is declaratory & not remedial (5 Co 86. 6 Cr 850. 6 Cr 136. 143)

Wentworth Is a class of bonds called bonds of peace & for release & for satisfaction of prisoners by ships & sailors which by the Stat of 23 Hen 6 - are void and to be void & of no effect 12 Mod 683. 2 Wils 351. 10 Mod 1003.
Ex If a prisoner gives to a ship a ^{pled} bond ^{conditioned} that he will remain a long prisoner till the debt, thus, as well for the debt as for the ^{condition} ^{of the bond} is paid is void in toto - (1 East 237. 1 Wils 173)

Sheriffs & Jailors

They were a source of oppression & extortion.

This Stat. which is an ancient one & prima facie law here
contemplates only penal bonds and the object of it ^{Sup. 66} is to guard agt the exactions of the sheriff or jailors ^{that it is}
while the prisoner is in their custody - Tho if the ^{only reason}
bond had been only for the debt it would doubtless ^{be} of
be good. 12 mod 688 Holt 14. 2 My 1 Root 40

At com law all prisoners ^{are to be kept in them unless they have} committed on civil
or criminal process while in custody with the ^{determination}
exceptions of felons attainted - for they are not ^{by our law}
supposed not to have the means to support themselves ^{as the same}
as the state on conviction is ^{as a single} ^{for the amt} ^{condition}
12 mod 683. 1 Id 132. Flow 68.

By our stat law a person committed to prison for
any offence shall bear his own charges ^{of commitment} & expenses
of ability - This est is subject to these charges.

The charges to be are in the first instance paid by the
state or town ^{accord to the nature of the offence} and the state or town has then a remedy
by the estate of the prisoner for a reimbursement
Stat of Con. Tit Paids -

As to maintenance of persons com. on civil process the
C. L. makes no provision

When a person is committed on any civil process ^{By Court}
he has sometimes the right to the poor clerk's oath -
The count of which oath is, that he has no ^{real}
estate of the value \$17 nor suff. to pay the sum
for which he is imprisoned - and when permitted ^{1 Root 11}
to take this oath and do so take it he will be
discharged unless the creditor will pay his bond He must at
46 - But he is not of course entitled to this oath the Creditor ^{that he has}
to appear ^{within a given day} ^{it must be summoned to show cause why the oath} ^{may be}
should not be administered if a magistrate believes ^{disproff} ^{benefit}

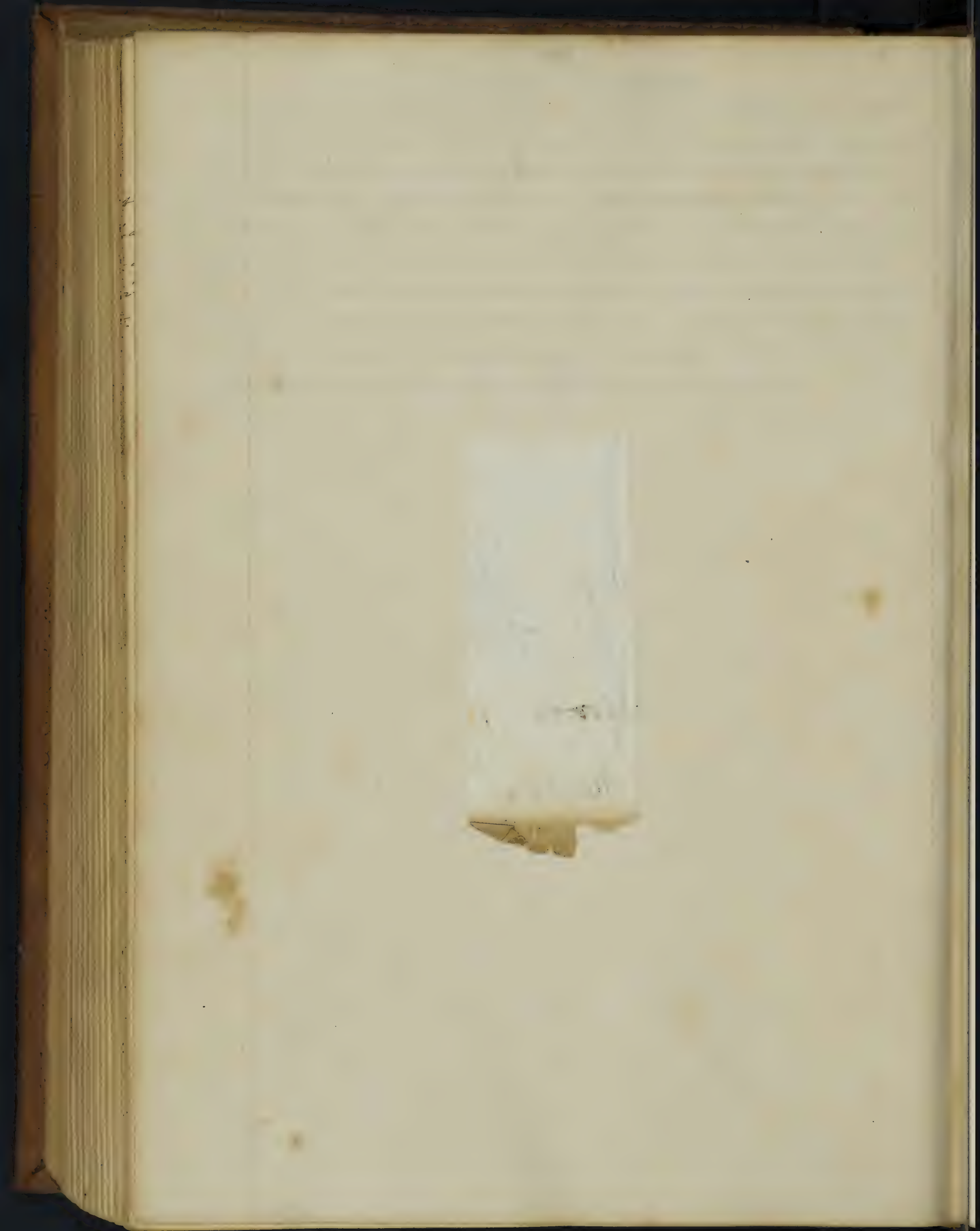
Sheriff's - Jailors

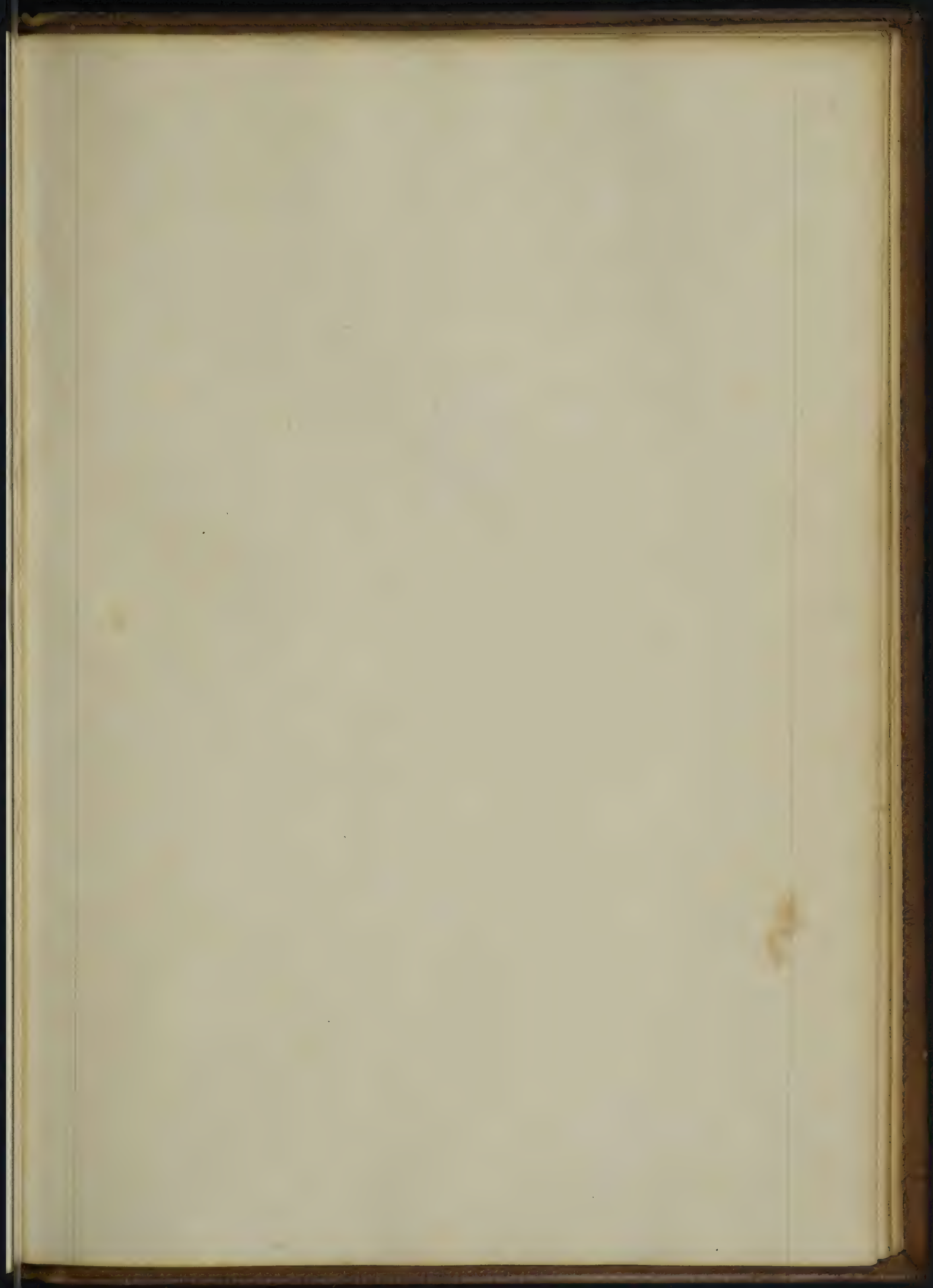
that the prisoner is not entitled to the oath he need not
administer it. Both the plaintiff & defendant may appeal from
the decision of one magistrate to two Magistrates.
At the end: does maintain the author in prison, he cannot
any or after as as out his discharge by paying the judge's debt only
as acquiescent must pay for maintenance also. 1 Root 58. 5 Co 20
By a Stat of ours when any one County is constituted
of a jail the prisoner may be committed to the
jail in the adjoining County - tho he may be
liable to commitment for any cause -

12 12
 1 50
 orge 17
 13.95
 11.95

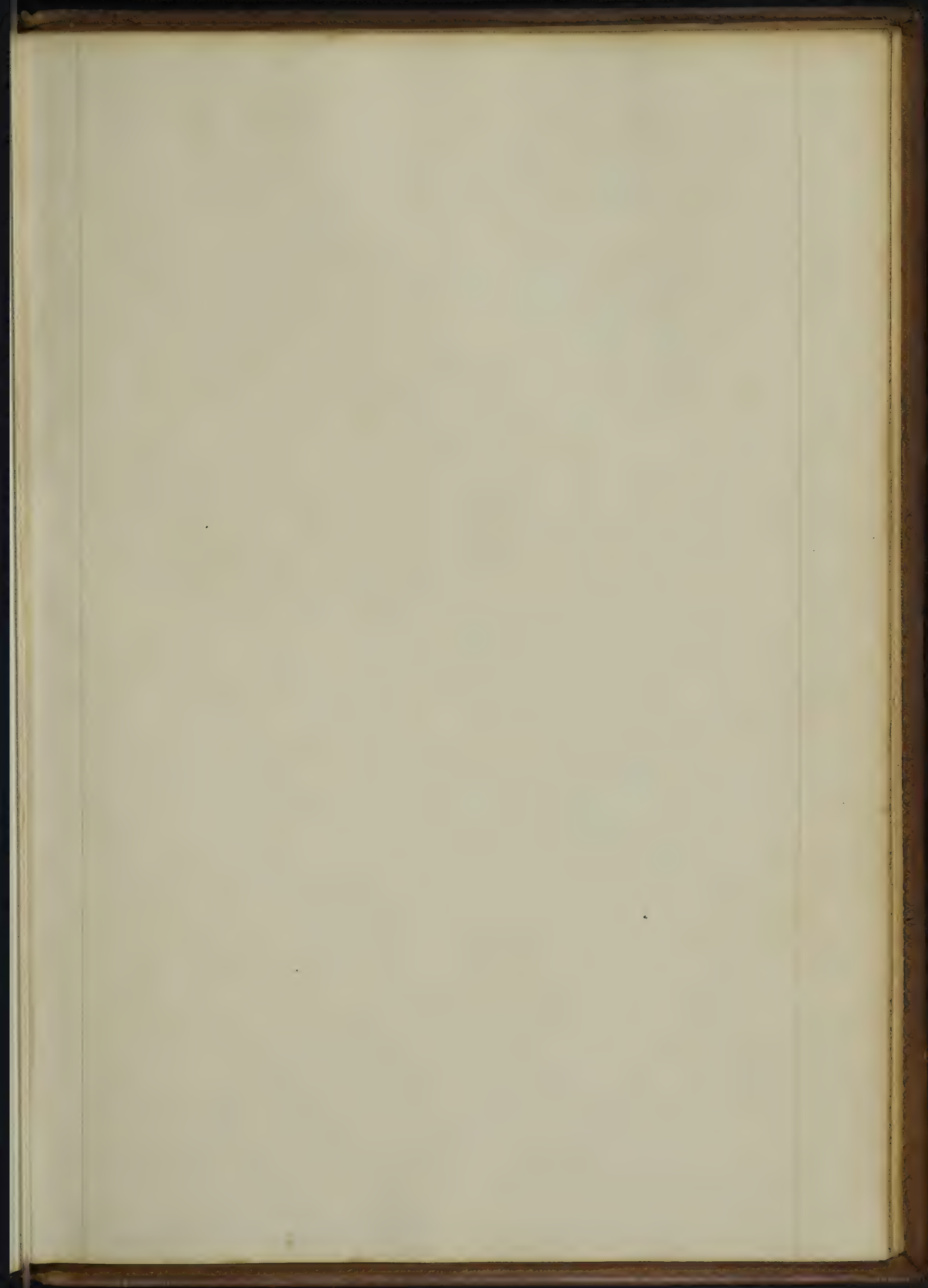
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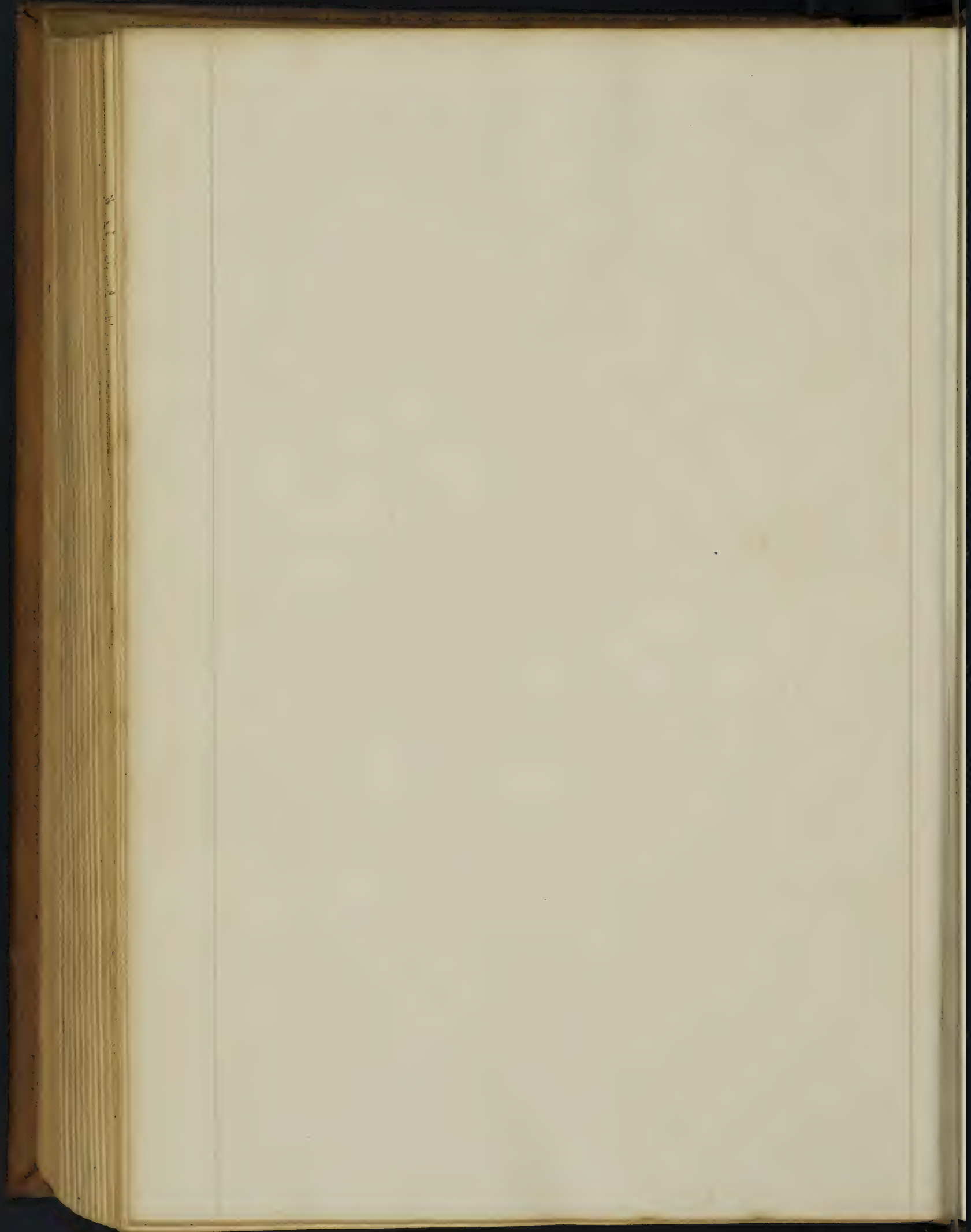
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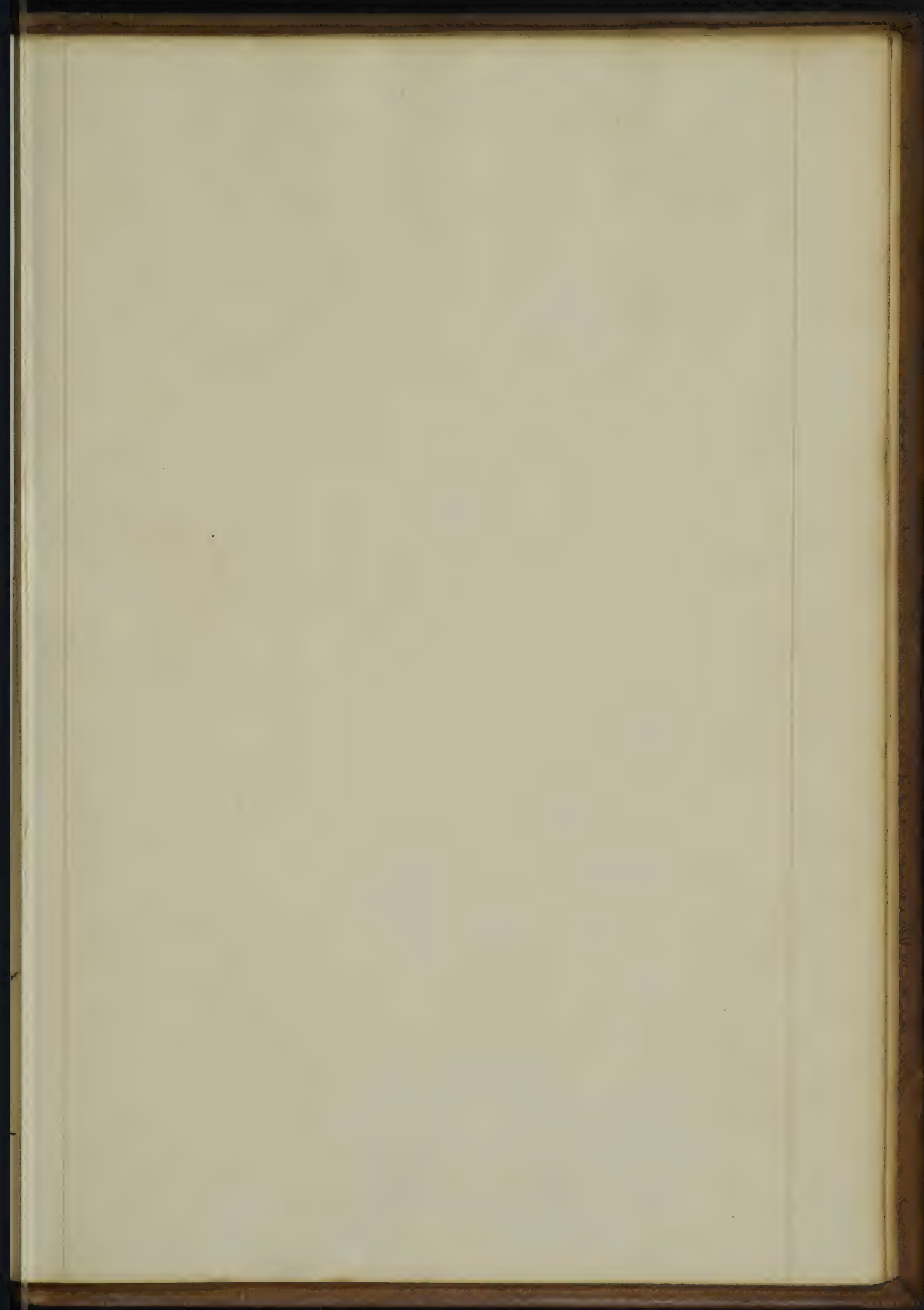


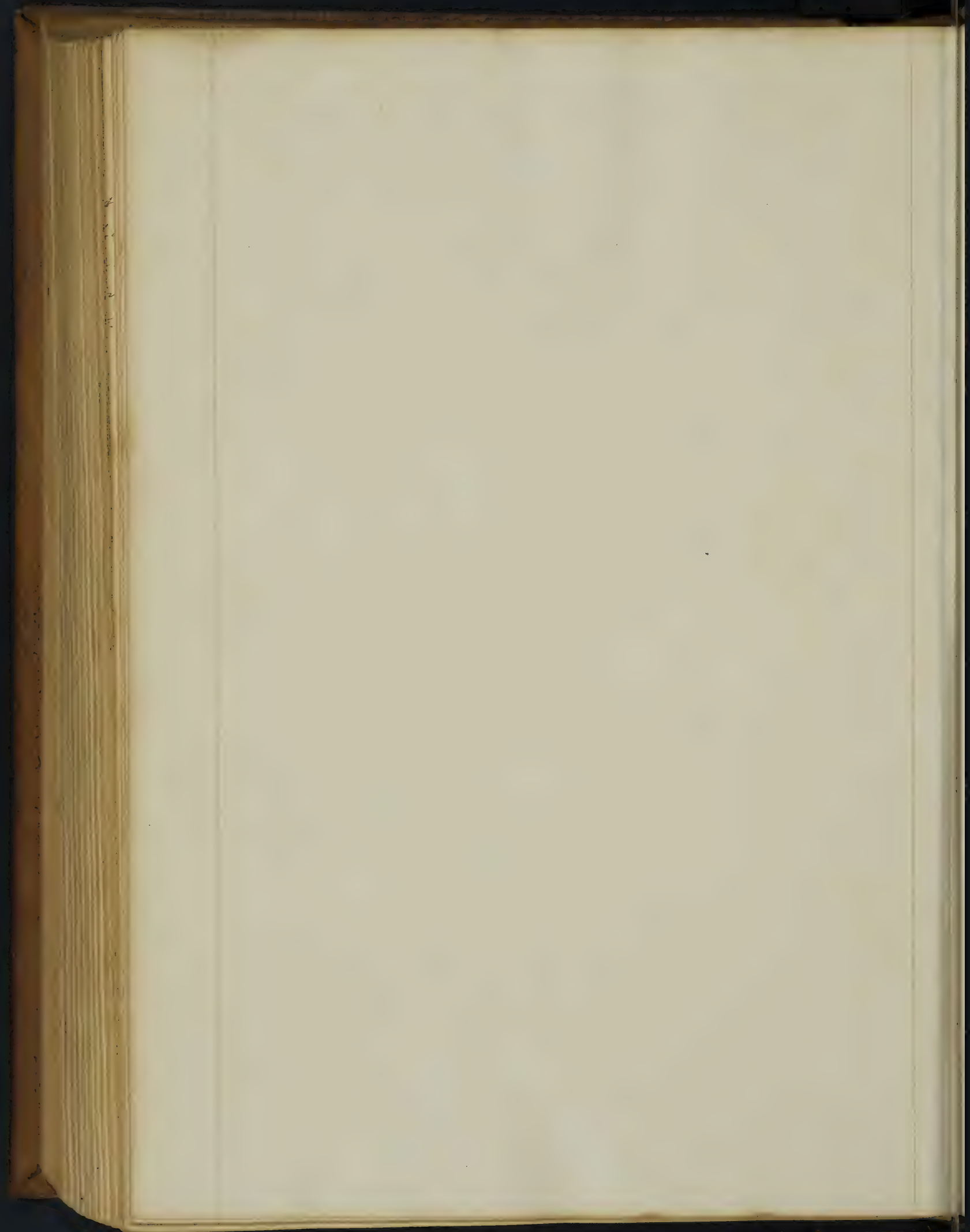


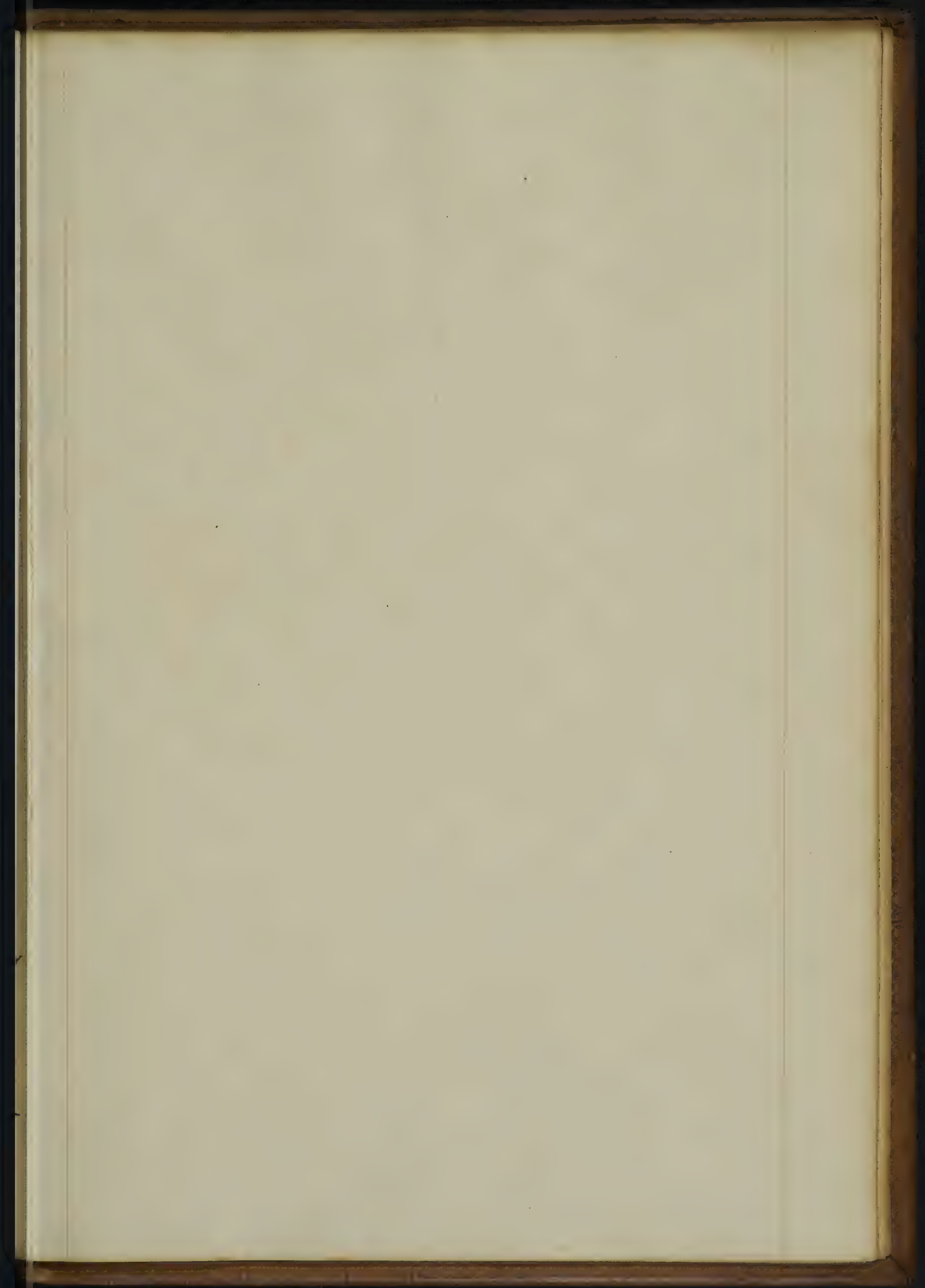


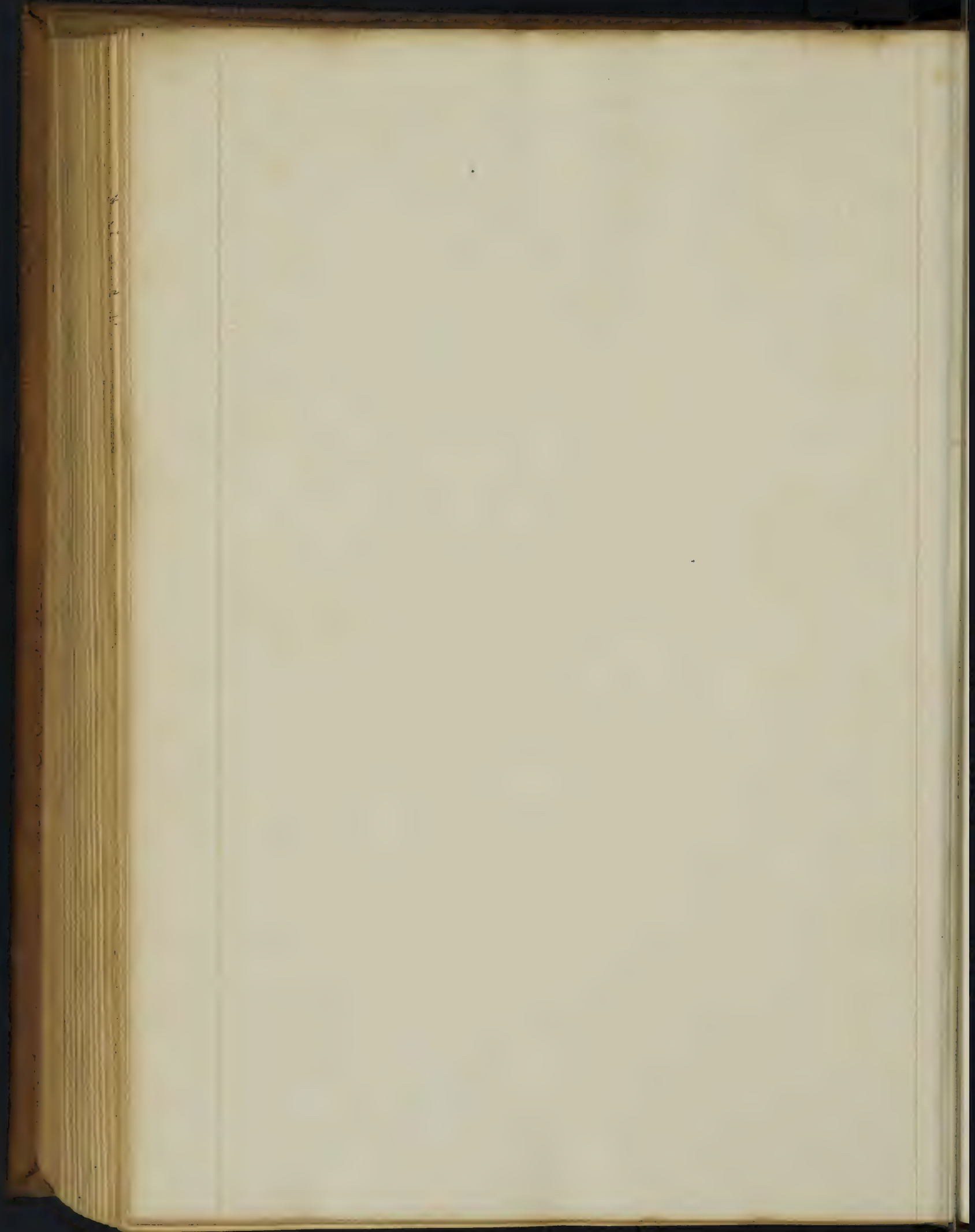


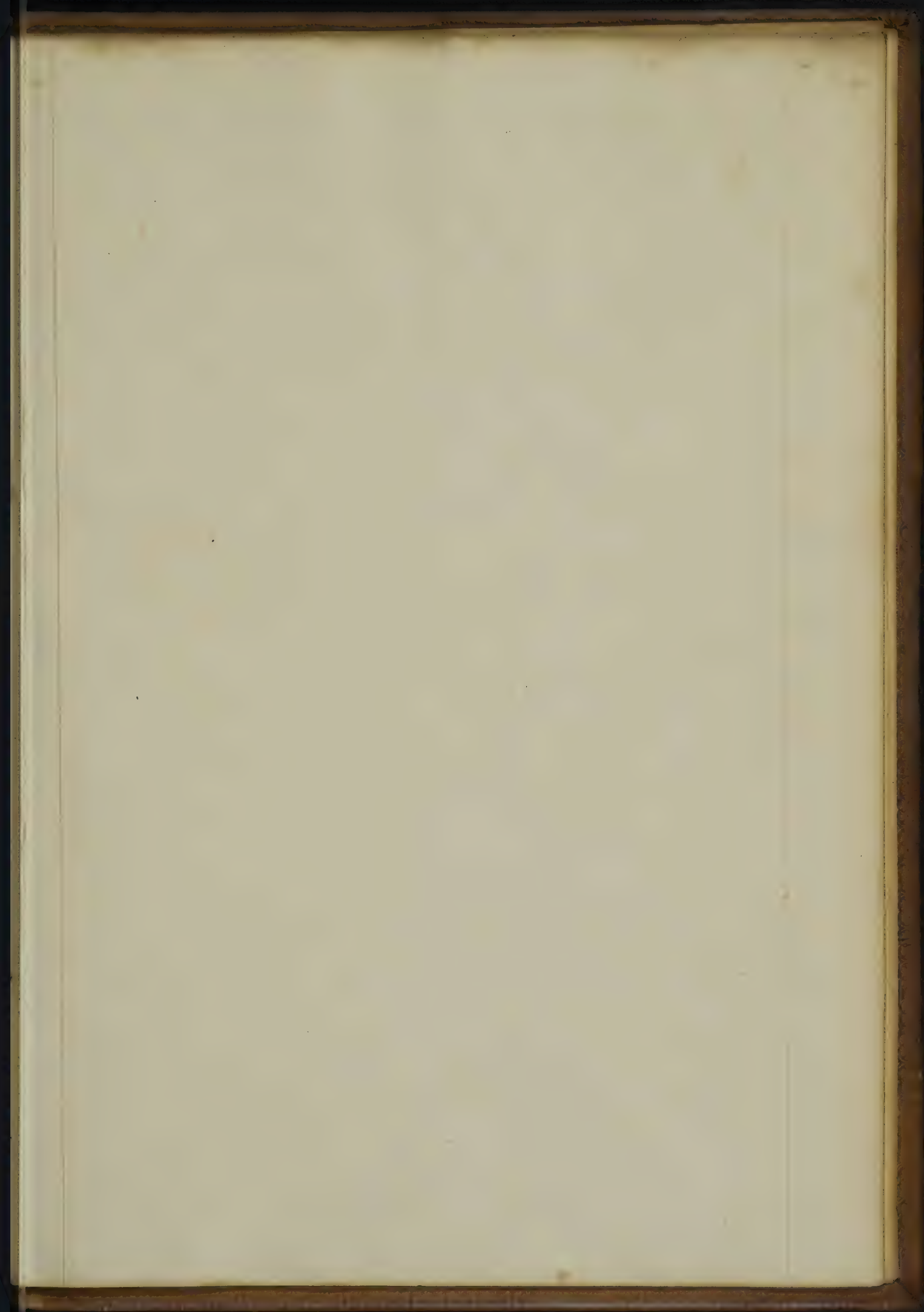


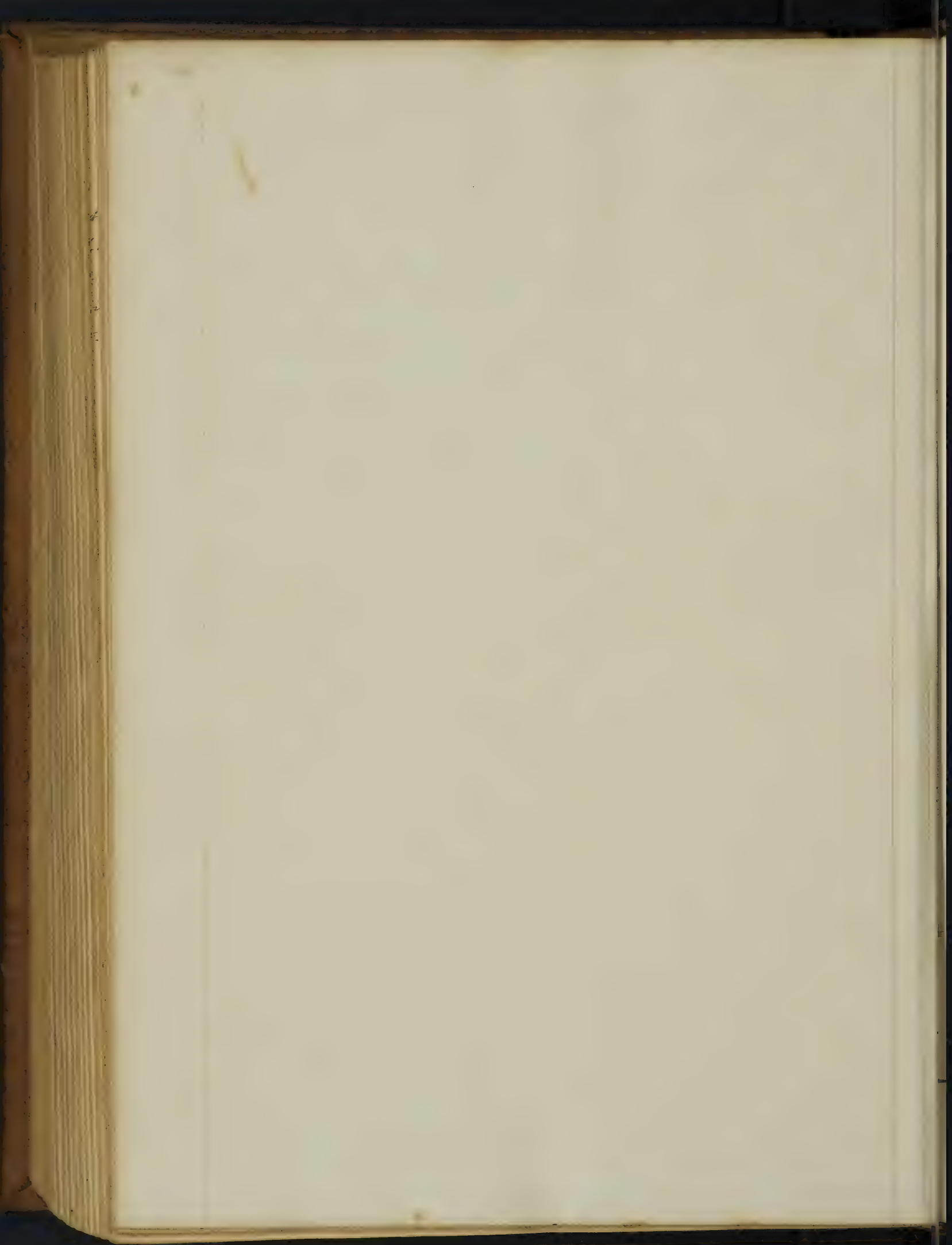


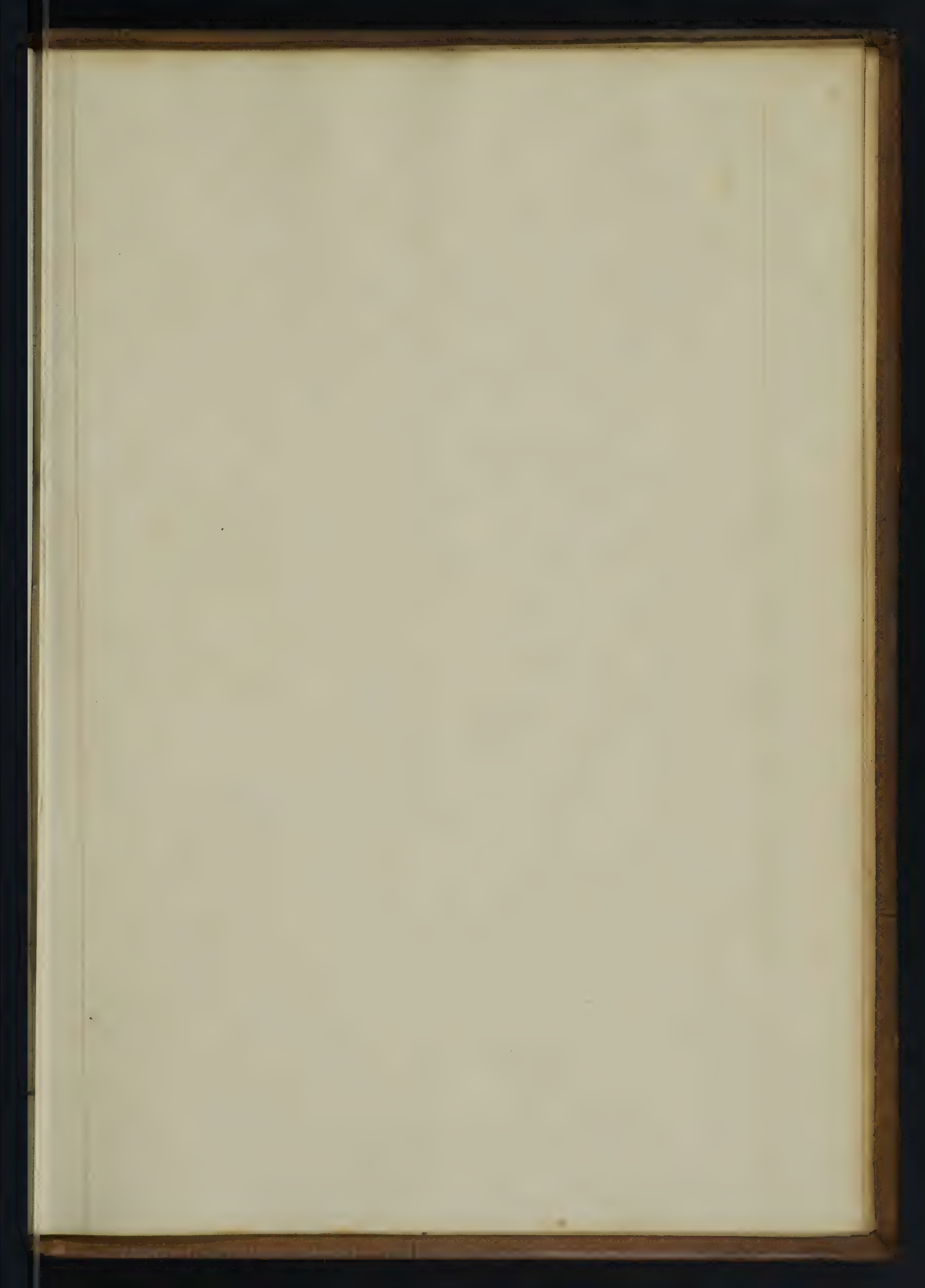


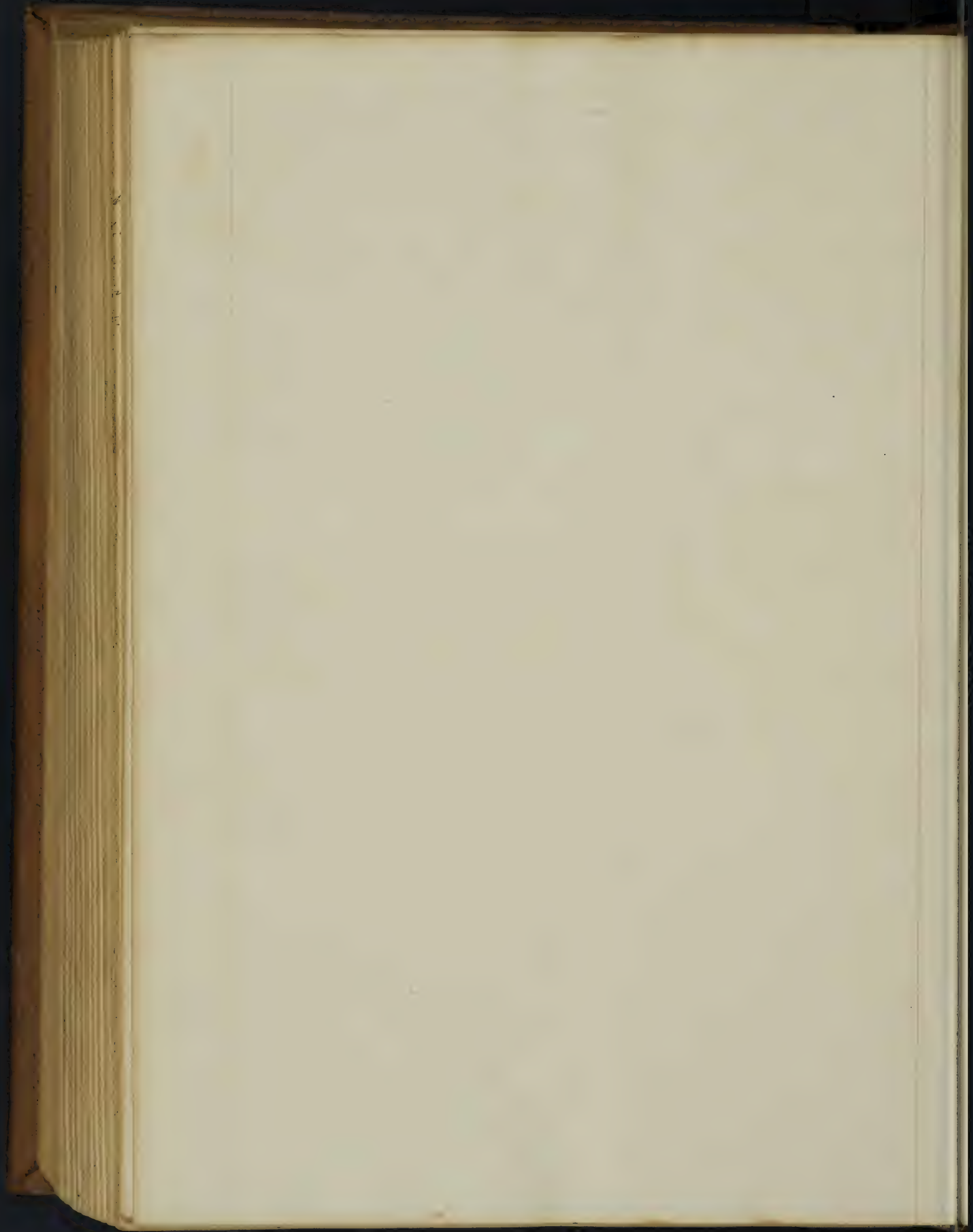


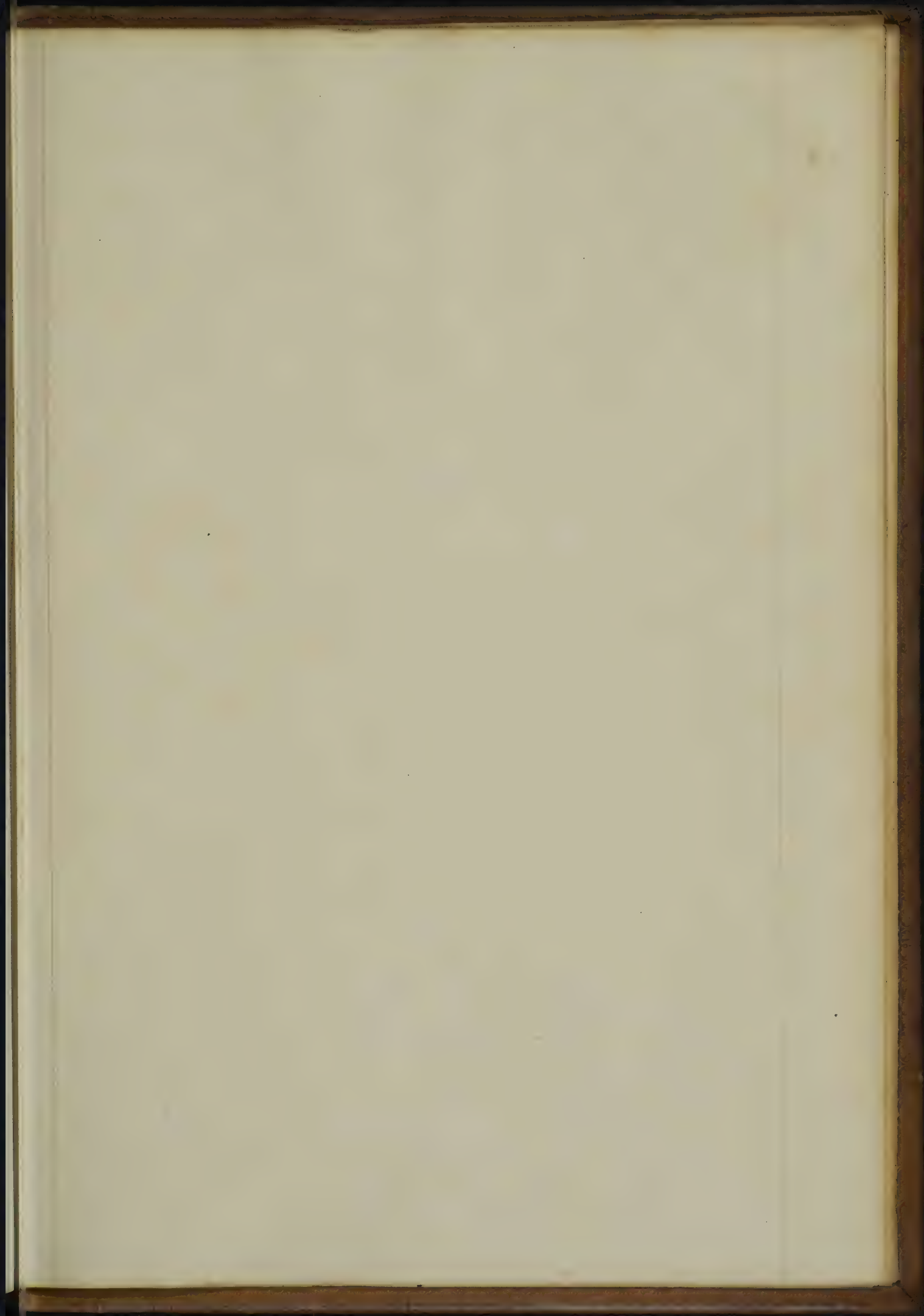


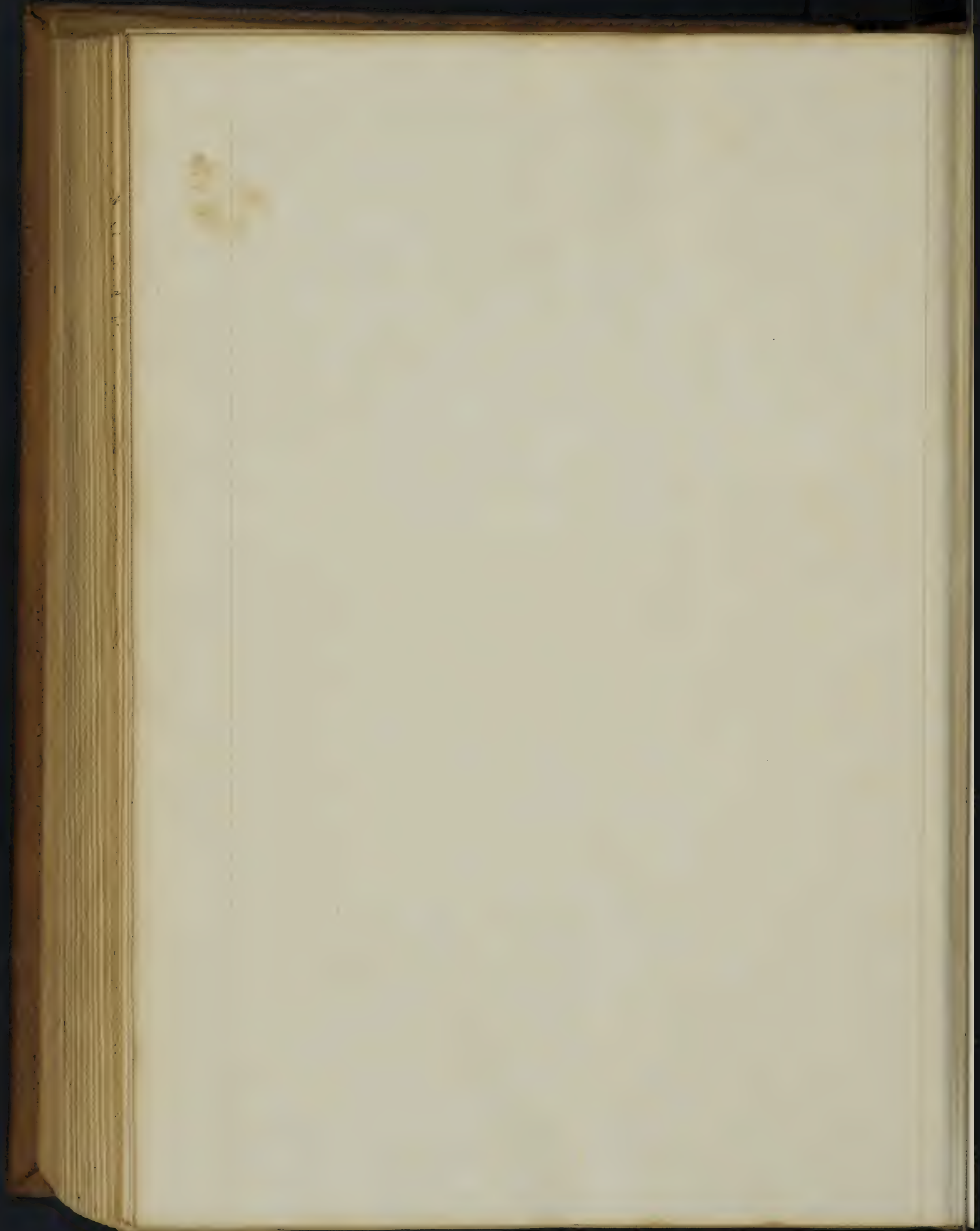


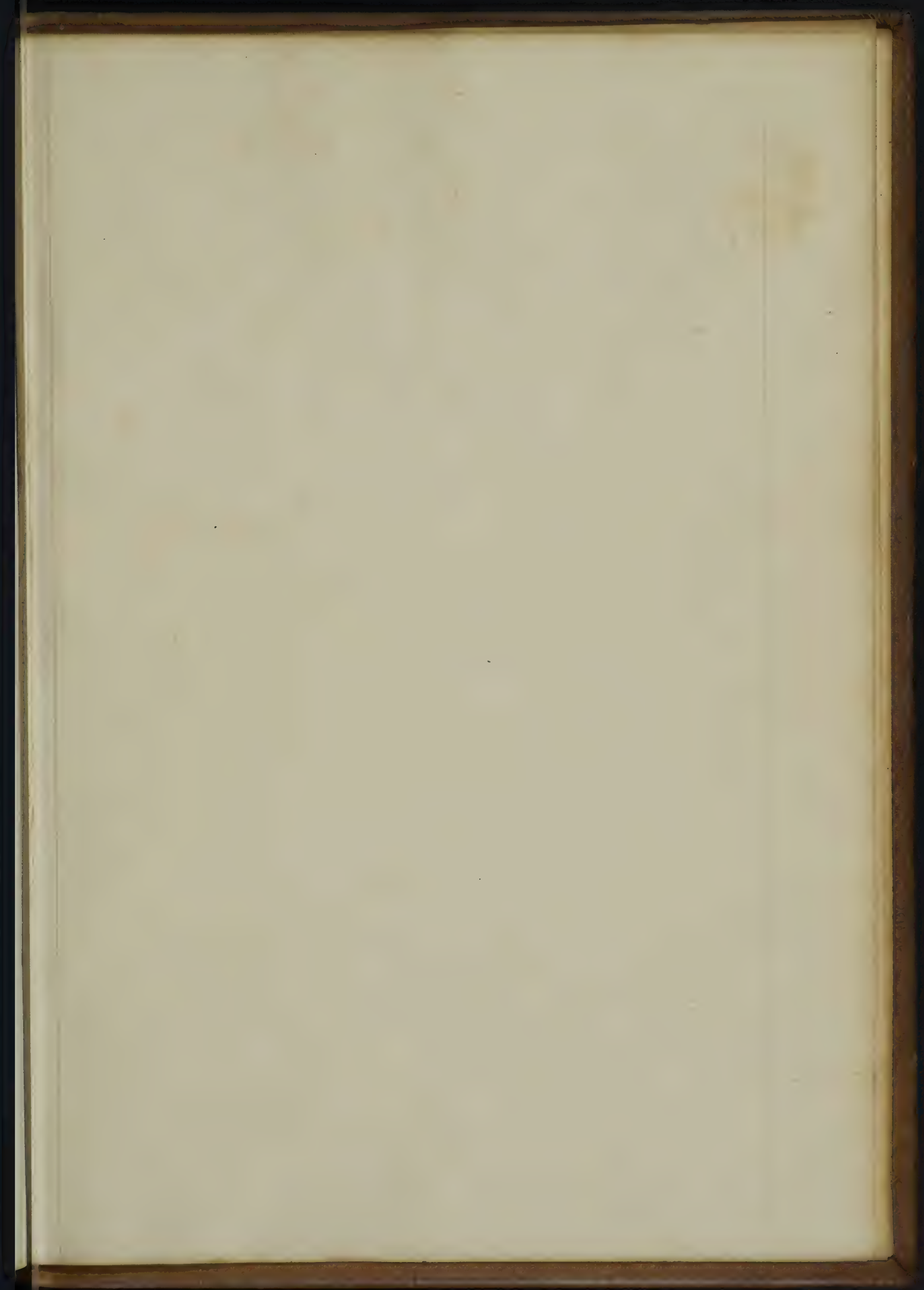


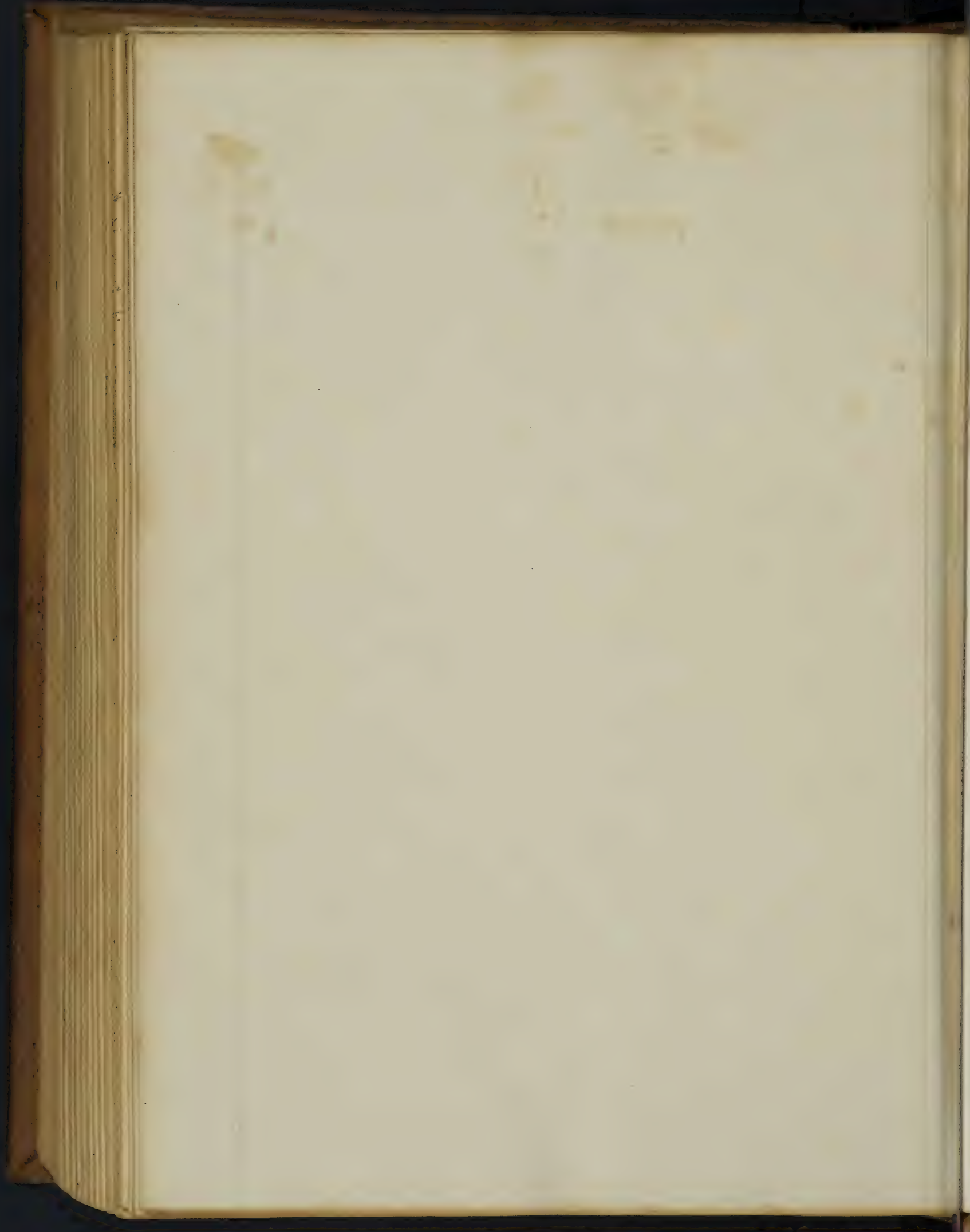


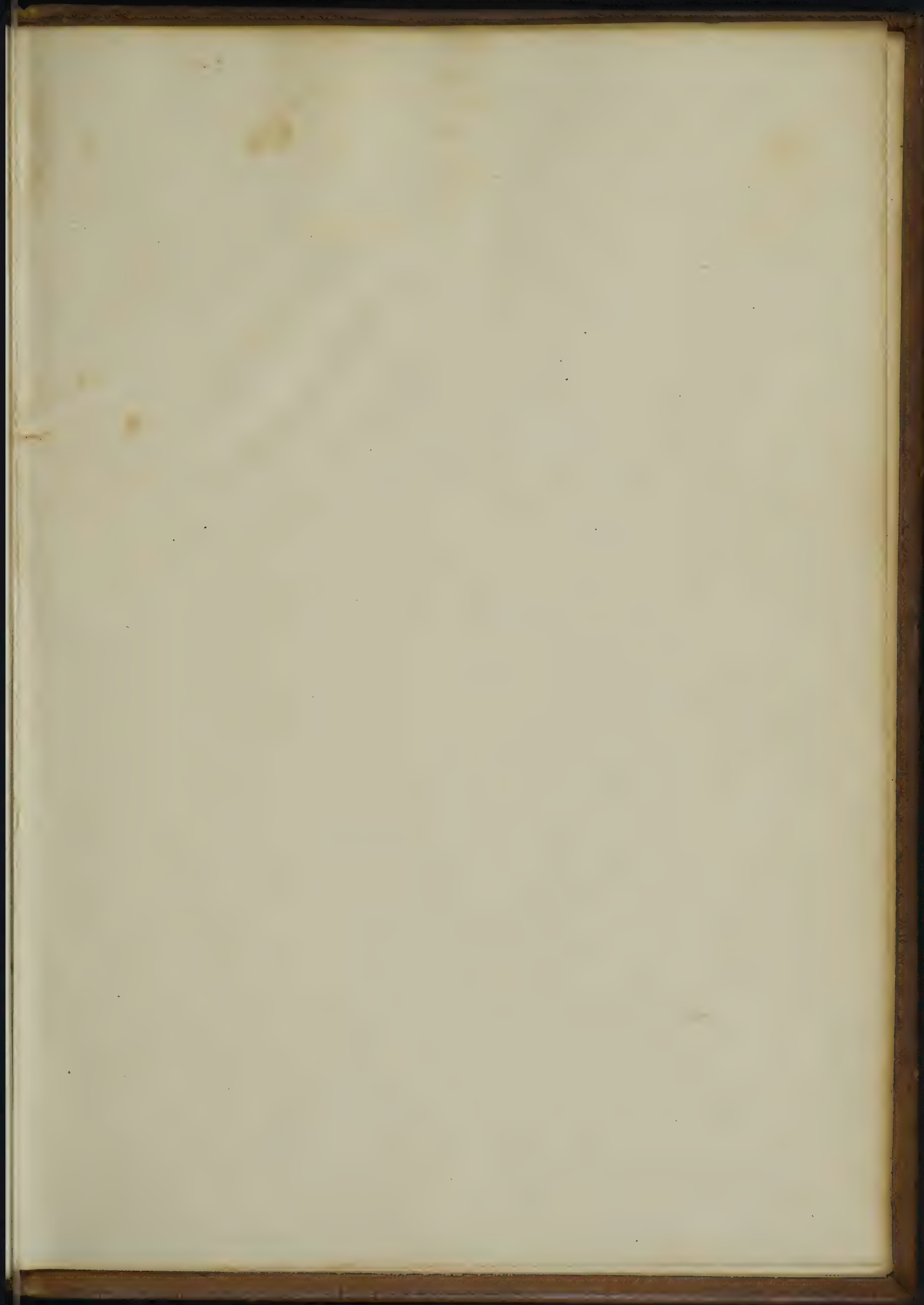


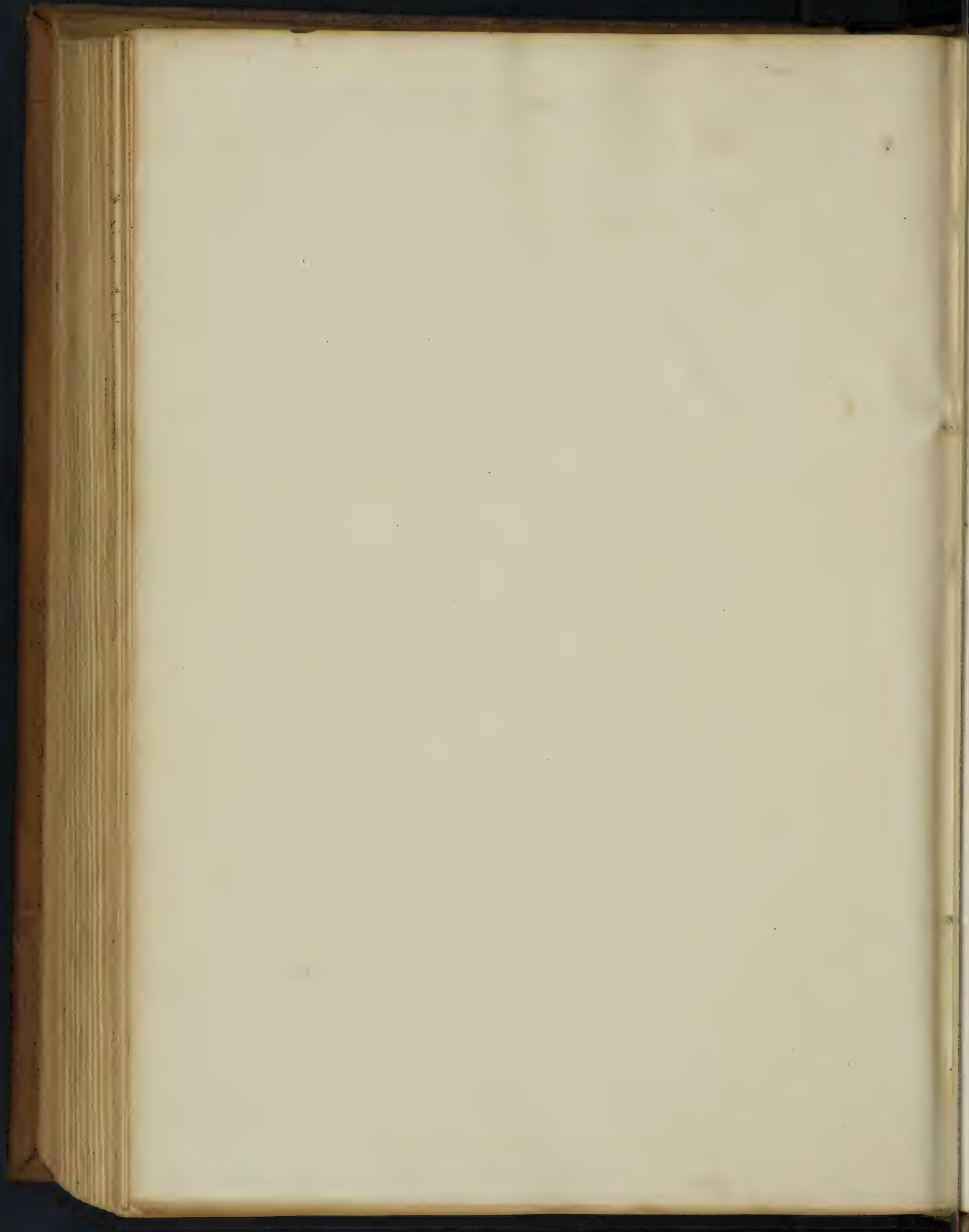


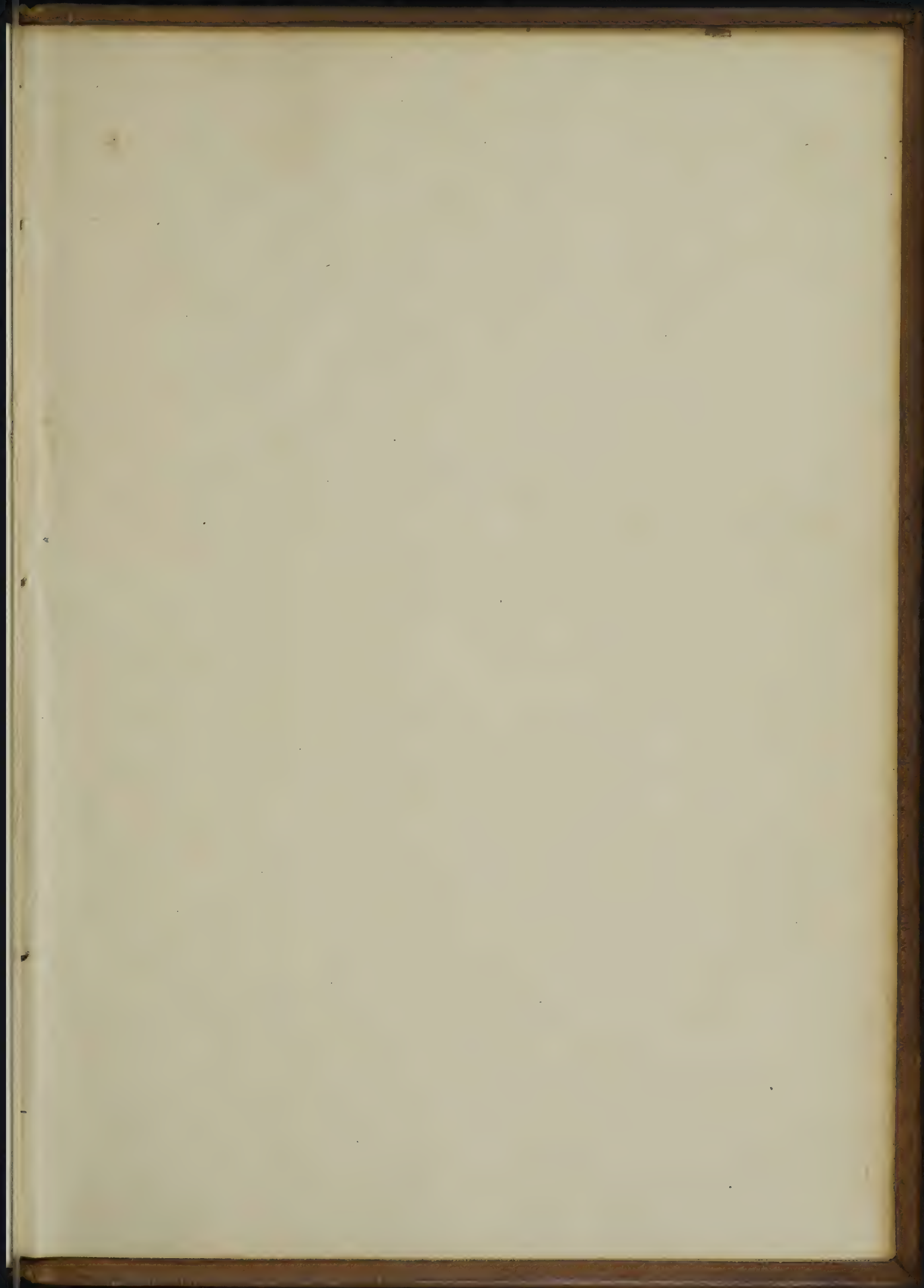


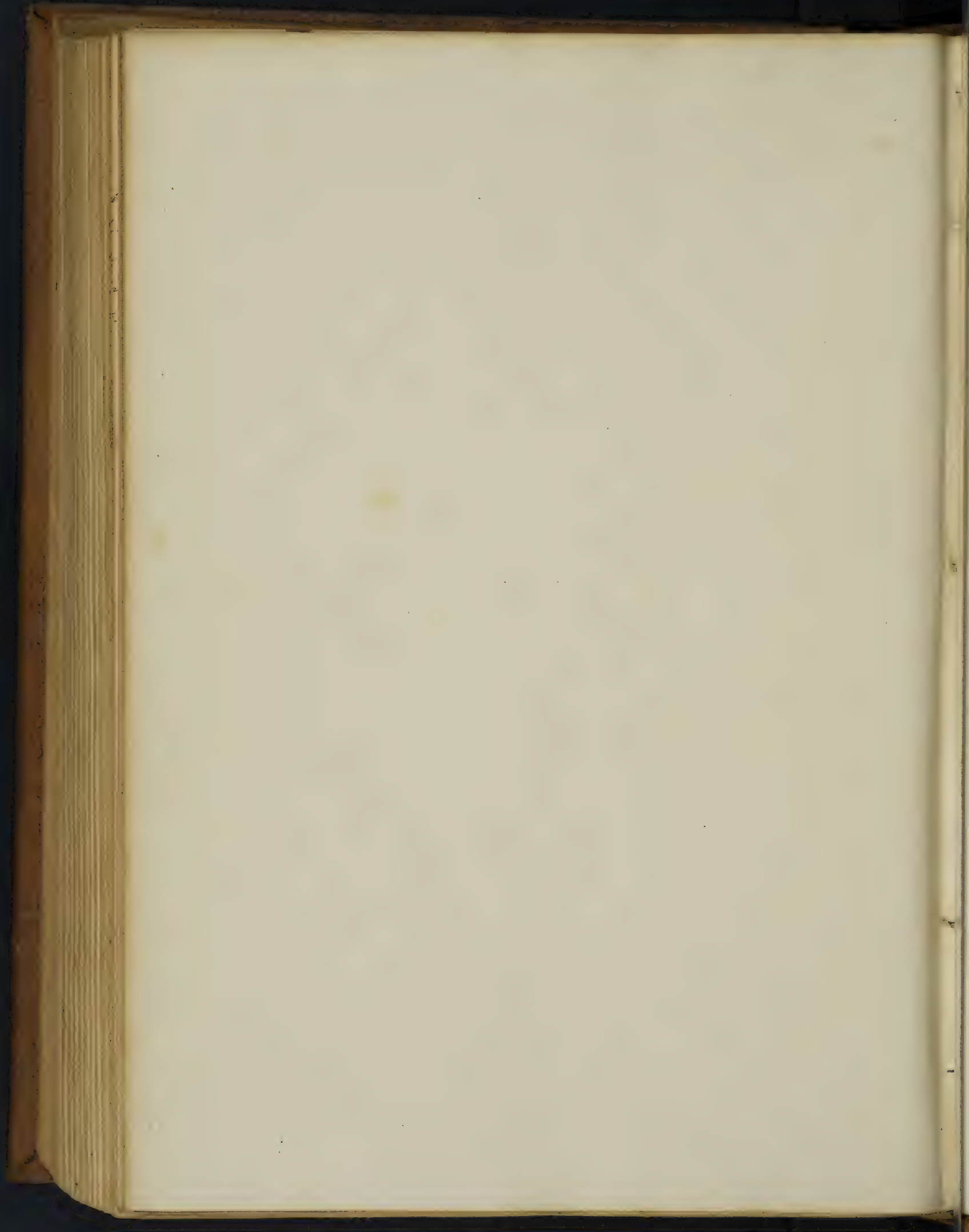


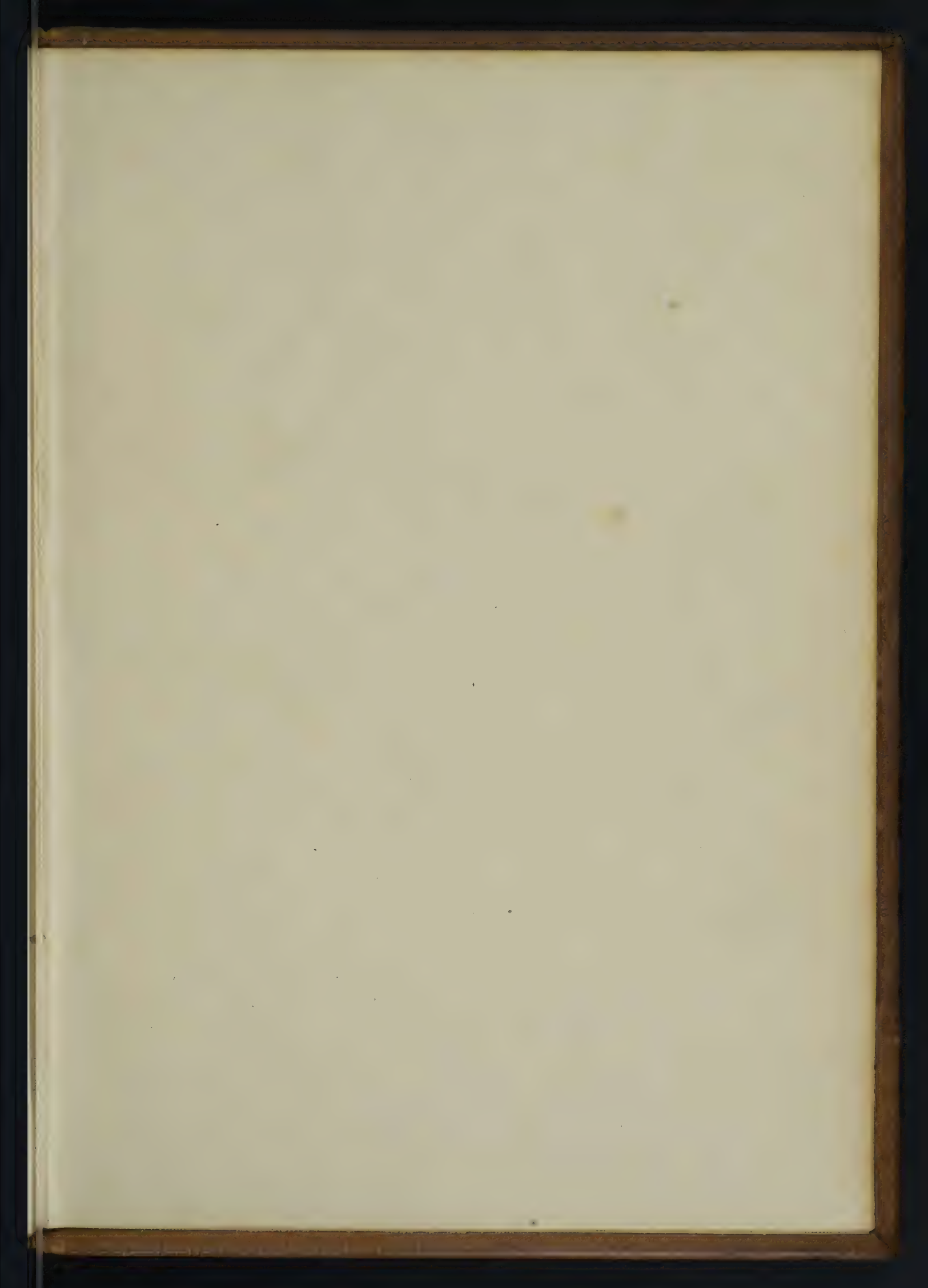


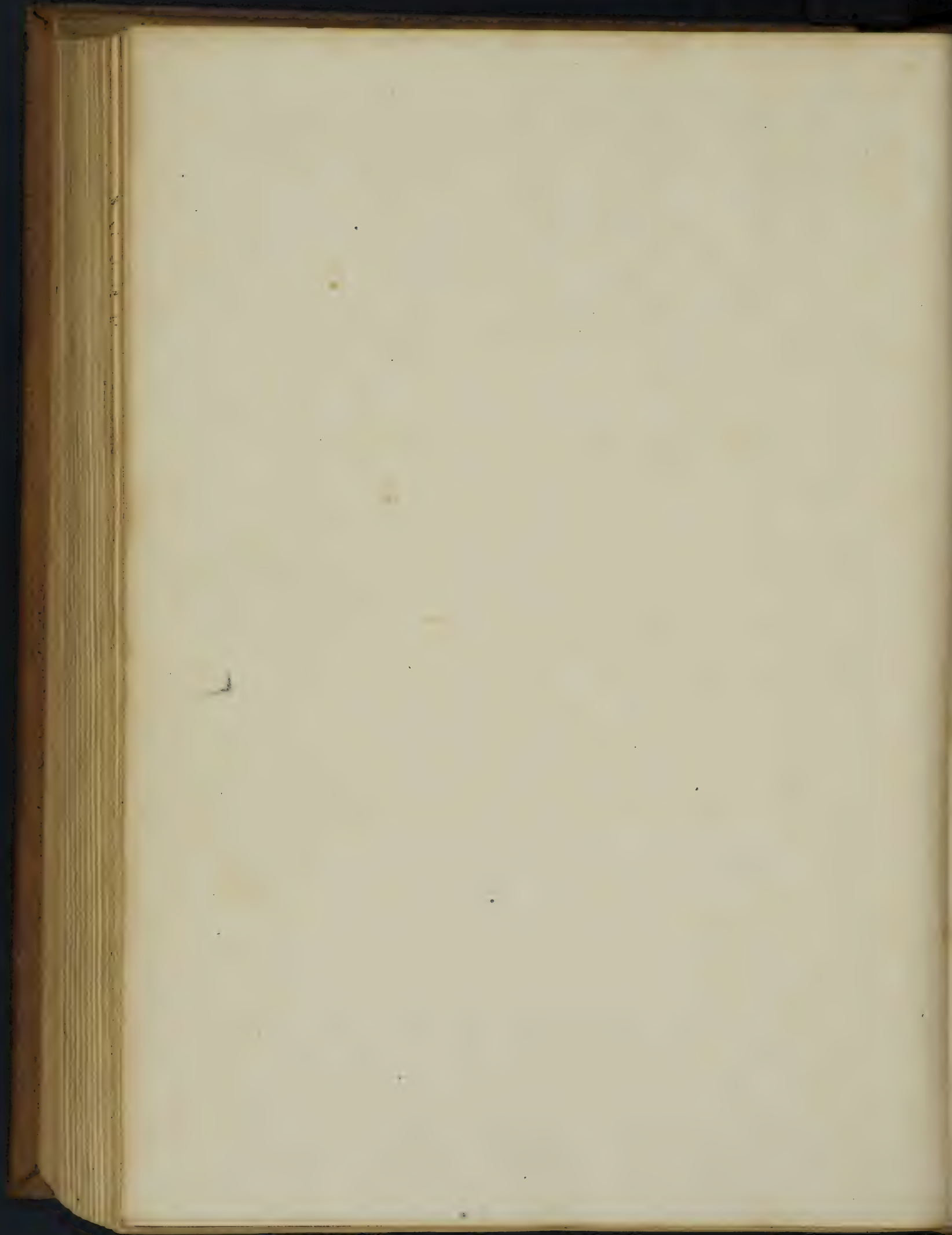


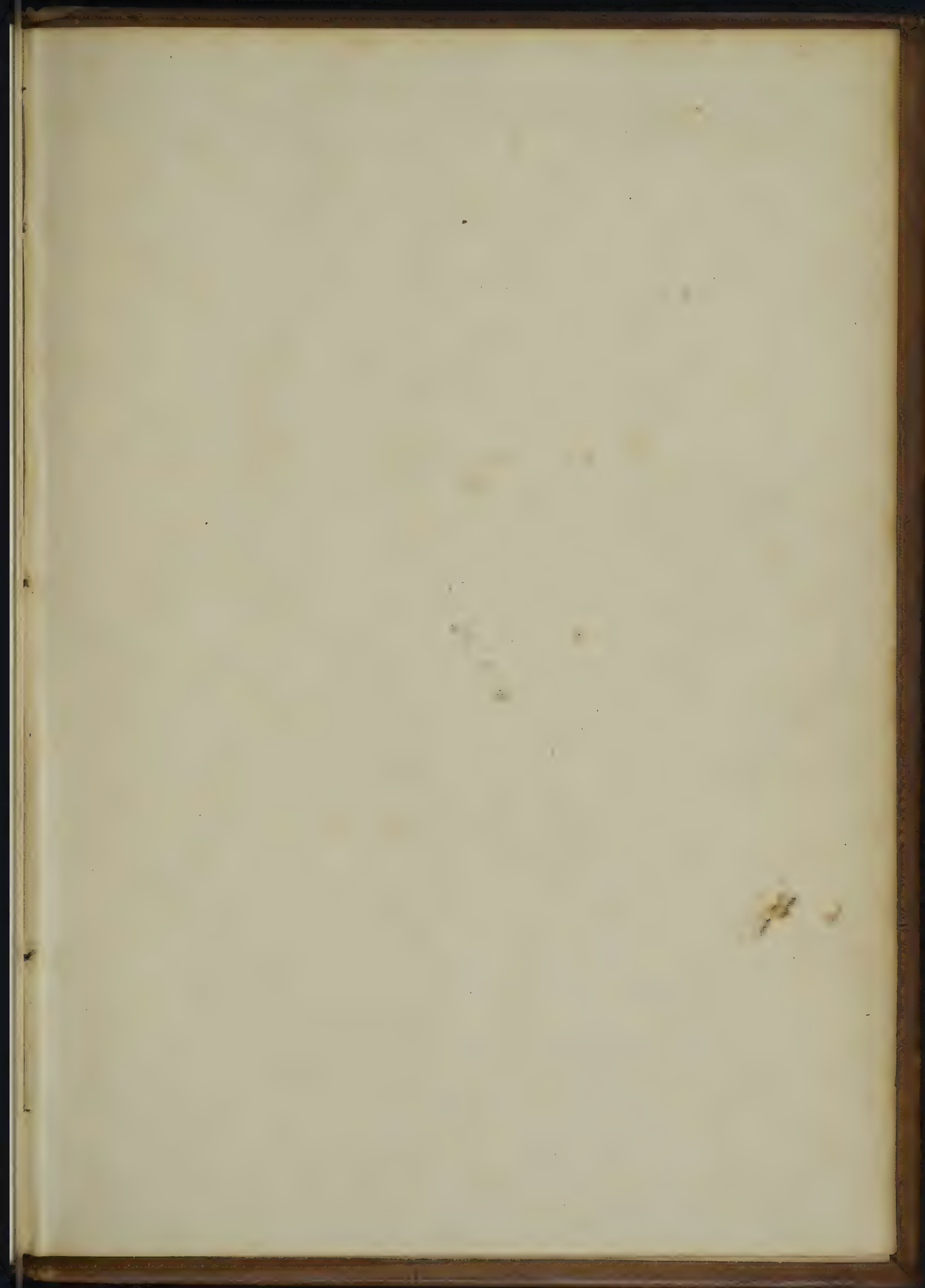


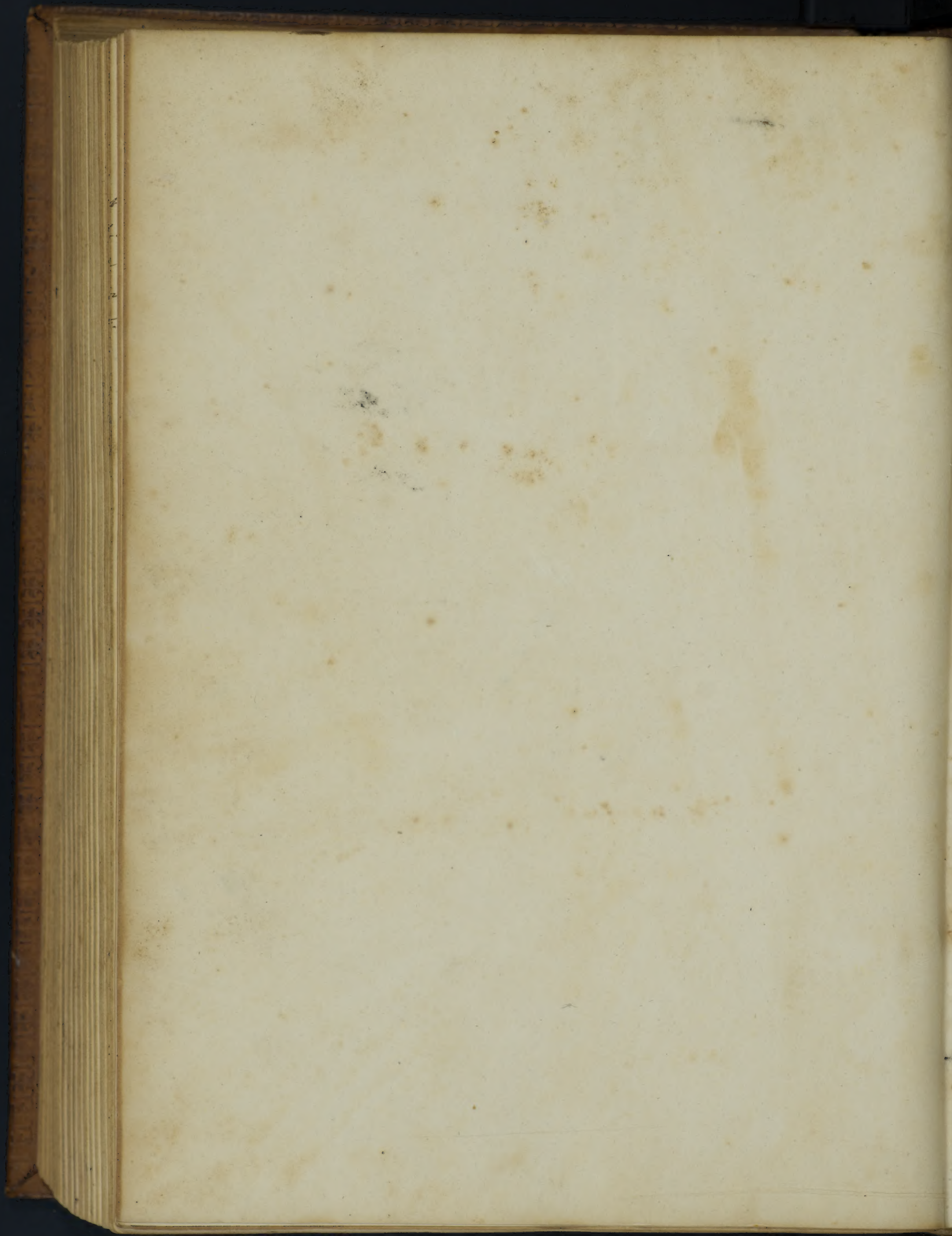


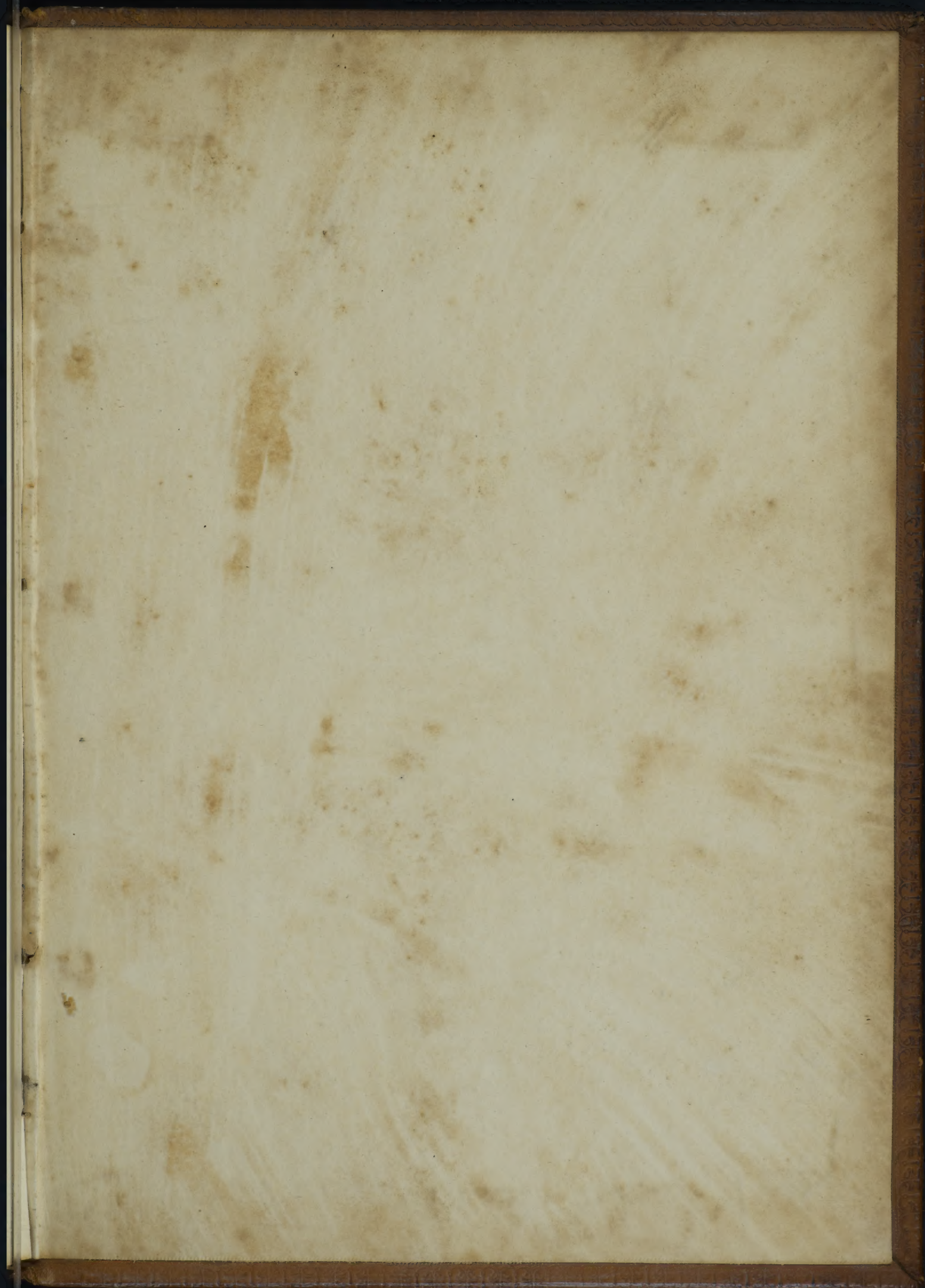


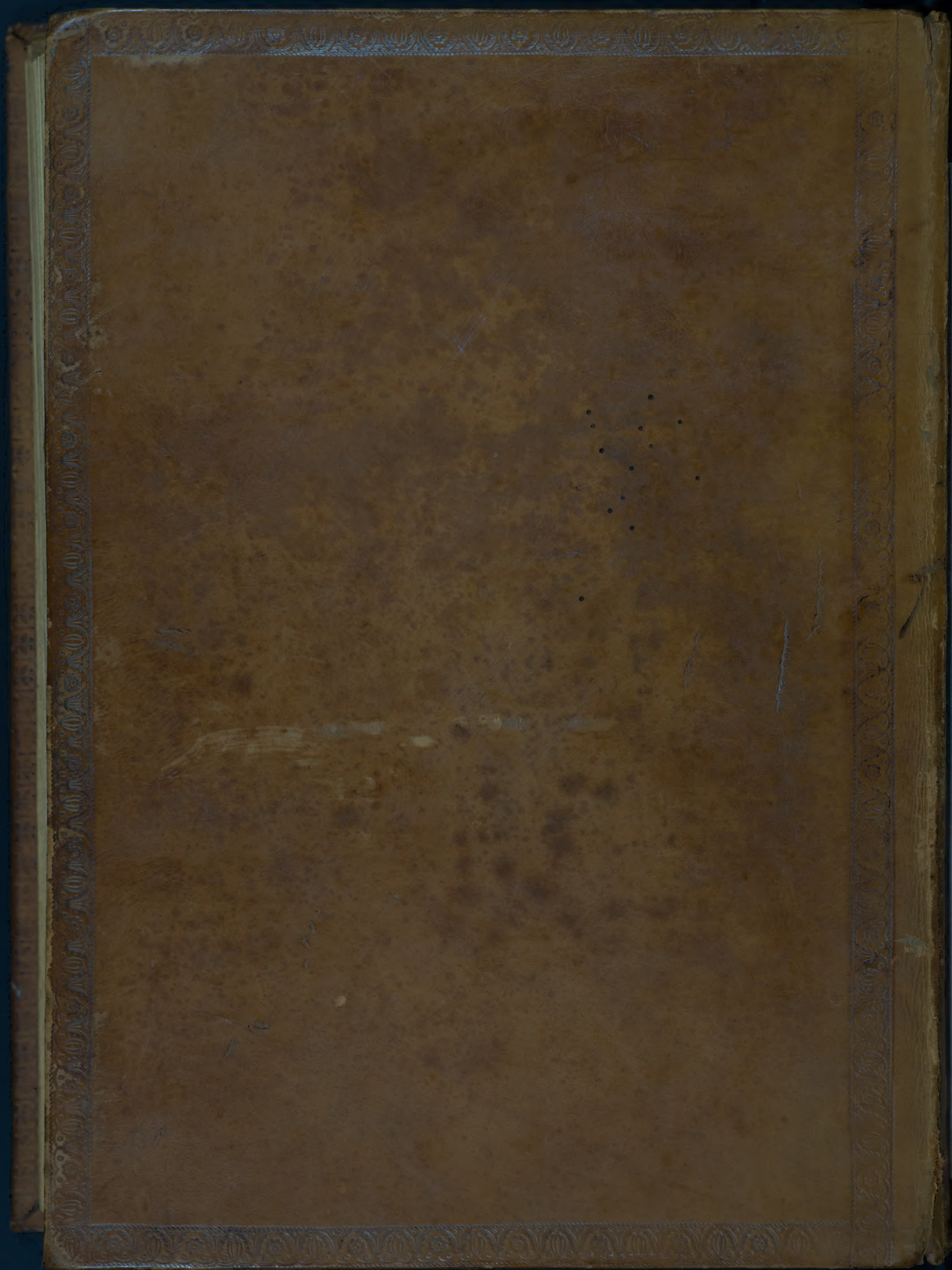














GOULD'S

LECTURES



VOL. I.



GEO. C. WOODRUFFE

